

The Solicitors Journal.

LONDON, JULY 4, 1885.

CURRENT TOPICS.

LORD HALSBURY has appointed Mr. HERBERT JAMES HOPE, of the Equity Bar, to be his private secretary.

AN ORDER is in course of preparation transferring eighty Chancery actions to Mr. Justice NORTH for the purpose only of trial or hearing. Forty of these are taken from the list of Mr. Justice CHITTY, twenty from that of Mr. Justice KAY, and twenty from that of Mr. Justice PEARSON.

THE LONG DELAY in the appointment of law officers has resulted in something of a surprise to the profession. Mr. R. E. WEBSTER, Q.C., whose qualifications for the post few will be likely to dispute, was, on Saturday last, appointed Attorney-General, and Mr. J. E. Gorst, Q.C., is, it is understood, to be the new Solicitor-General.

IT IS ANNOUNCED that both Divisions of the Court of Appeal will, on and after Monday next, take appeals from the Chancery Division. In Court No. 1 appeals from Mr. Justice KAY and Mr. Justice CHITTY will be placed alternately in the paper; and, in Court No. 2, appeals from Vice-Chancellor BACON, Mr. Justice PEARSON, and Mr. Justice NORTH will be taken the order in which they stand in the list.

NOW THAT THE AUTHORITIES have performed one portion of their promise as to the revision of the scales in bankruptcy, it is very much to be hoped that they will lose no time in following up the new scale of fees with a revised and more reasonable scale of solicitors' costs. It is well known that this question has for some time occupied the attention of a committee of bankruptcy officials of the Board of Trade, and the result of their deliberations is awaited by solicitors with some degree of anxiety, and not without a feeling that the lengthened delay in conceding a change called for by the most obvious considerations of fairness is singularly ungracious.

IN COMMENTING a few weeks ago on the decision of the Divisional Court in *Barlow v. Teal*, we ventured, while maintaining its correctness, to express regret that the court had not rested their judgment on the broad ground that section 33 of the Agricultural Holdings Act, 1883, does not apply where there is an express agreement as to notice to quit. The Court of Appeal seem to have shared this regret, for they based their judgment, dismissing the appeal, entirely upon the ground we indicated. Our readers will remember that the question turns upon the provision of the above-mentioned section that "where a half-year's notice, expiring with a year of tenancy, is by law necessary and sufficient for determination of a tenancy from year to year," a year's notice so expiring shall be necessary and sufficient. We have always considered that the words "by law" must mean "by implication of law," so as to restrict the operation of the section to cases where the parties have not agreed as to the length of notice; for unless this meaning is given to the words "by law," they are obviously mere surplusage. The Court

of Appeal has now unanimously laid it down that this is the meaning of the section; and the result, of course, is that where, with regard to an agricultural tenancy from year to year, a half-year's notice is expressly stipulated for, such a notice will, notwithstanding the Agricultural Holdings Act, be sufficient to determine the tenancy.

ONE OF THE last acts of Earl SELBORNE, as Lord Chancellor, was to make an order substituting a new scale of fees and percentages chargeable in bankruptcy for the one heretofore in existence. The following are substantially the whole of the alterations effected by the new scale. The 1s. stamp heretofore required to be affixed by creditors on their proofs of debt will in future be required only on proofs above £2. The stamp of the value of £5 required on petitions under section 125 (regulating the administration in bankruptcy of the estates of deceased persons) will in future be also required on orders of administration under sub-section 4 of the same section. The stamp on special proxies and voting papers is reduced from 6d. to 1d., and a postage or Inland Revenue stamp may be used. The stamp on an application for a bankrupt's discharge is reduced from £2 to £1 10s., and is to include the expense of gazetting. A reduction is made in the *ad valorem* duty payable on applications to approve schemes of arrangement or compositions, and on the gross amount of assets realized in bankruptcy. By the old scale the duty was fixed at £1 on the first £100, or fraction of £100, of gross assets or gross amount of composition, and 5s. upon each £25, or fraction of that amount, above £100. This scale is retained up to £5,000 of gross assets or composition, but, beyond that amount, it is reduced to one-half—viz., 2s. 6d. upon each £25, or fraction of that amount. The much-criticised fee of £6 per cent. allowed by the old scale to official receivers on the net assets realized or brought to credit by them, has also undergone modification. That percentage is retained on assets so realized up to the first £500, but, beyond that amount, it is reduced to £5 per cent. on the next £500, £4 per cent. on the next £2,000, £3 per cent. on the next £2,000, £2 per cent. on the next £5,000, and £1 per cent. on all above £10,000. This scale is also made to apply to trustees appointed by the Board of Trade under section 21. A new fee of £3 or £5, according to circumstances, is allowed to official receivers if appointed *interim* receivers. An alteration has also been made with respect to the fee payable on payments under section 162 (which relates to unclaimed funds or dividends under former Acts). The old scale provided for a fee of 5s. on each £20 *ad valorem* on the amount paid. This has been altered to 3d. on each pound, or fraction of a pound. New fees and regulations are also provided in cases of official receivers acting as trustees under liquidation or bankruptcy proceedings instituted under the Act of 1869; and, finally, the charge for the insertion of notices under the Act or Rules in the *London Gazette* is fixed at a uniform sum of 5s. for each insertion, instead of 10s., in ordinary cases, and 3s. 4d. in small cases where the estates are being administered summarily by the official receiver. The reduction in the amount of some of the fees is certainly an improvement, but we fear that the practical aggregate result of the changes will not be great.

THERE WAS A CASE, some years ago, in which the court was called upon to decide the difficult question whether a bailiff, who came to make a distress on goods in a house, and got one foot and one arm between the door and the lintel, and, by the dexterous use of a pair of shears, prevented the door from being closed to the detriment of his foot and arm, had obtained such a possession as to justify him in afterwards breaking open a door or window in order to gain admission to the house. After full consideration, the

court came to the conclusion that he had not (*Boyd v. Profaze*, 16 L. T. N. S. 431). On Monday last a divisional court had before them a still more perplexing question on this subject. A bailiff, coming to distrain goods in a house, found the front door bolted, but a kitchen window open about seven inches. Now, as we all know, it has been laid down that entry to distrain may be lawfully made through an open window (*Nixon v. Freeman*, 5 H. & N. at p. 652), but it is illegal to open a window which is shut and not fastened (*Nash v. Lucas*, L. R. 2 Q. B. 590). The position was certainly embarrassing. The promised land was in full view, but the way to it was somewhat strait for a full-grown bailiff. There were natural obstacles which seemed to forbid any reasonable hope that the whole of the bailiff's person could pass through the space of seven inches. Experiment would be dangerous, for before its completion the infuriated tenant might so fix the window as to retain the bailiff in an unpleasant and ignominious position. So the bailiff prudently "raised the window a little higher"; got into the house, and opened the front door. The question was whether this raising of the window "a little higher" made the bailiff's entry illegal. The court took time to consider the point, but ultimately came to the conclusion that if a window "is at all open" a bailiff may lawfully raise it higher in order to enter the house. The decision ought to be hailed with satisfaction, not merely by corpulent bailiffs, but also by county court judges, who are bound, under section 52 of the Agricultural Holdings Act, 1883, to appoint "a competent number of fit and proper persons" to act as bailiffs. If the decision had been the other way, we do not see how, having regard to the contingency of entry through a seven-inch opening, a county court judge could have been justified in certifying that any one but a professional jockey was "a fit and proper person" to act as bailiff.

IN ANOTHER COLUMN our readers will find a report of the judgment of Mr. Justice CHERRY in the case of *In re Rivett-Carnac, deceased*, upon the circumstances of which we last week made some remarks. The case involved two main questions:—(1) Whether a baronetcy is "land" within the meaning of section 37 of the Settled Land Act, 1882; and (2) whether a baronet is a tenant for life, within the meaning of the Act, of the dignity—or, rather, whether, as being a tenant in tail, he is a person having the powers of a tenant for life, within the meaning of section 58 of the Act. The case arose out of the will of a deceased baronet, who had bequeathed certain plate and furniture of very great value to devolve with the baronetcy, and not, *eo nomine*, with any land (in the usual meaning of the term) whatever. It seems that the present representative of the family has no house big enough to hold the furniture, or of sufficient splendour to do justice to the magnificence of the plate; and that there is no reasonable prospect of his being able to acquire such a mansion. He therefore desired to sell those articles; and Mr. Justice CHERRY has decided that he may do so by virtue of section 37. In order to arrive at this conclusion, it was necessary for the learned judge to answer both of the above-stated questions in the affirmative. We do not pretend to be entirely satisfied with the learned judge's decision upon the second point, but we prefer to "pretermitt" the dry matters involved in it in favour of the other question, which we take to be of wider and more general interest; the question, namely, whether a baronetcy is "land" within the meaning of section 37 of the Settled Land Act. It is undoubtedly true that the Act, s. 2, sub-section (10) (i.), says:—"In this Act land includes incorporeal hereditaments;" and we admit the opinion to be at least highly plausible that a baronetcy, whether titular of a place or not, is an incorporeal hereditament. The same remark applies, with at least equal force, to baronies, earldoms, and other higher dignities. But we have always thought the point too clear for question or argument that these high matters, being quite unfitted to the machinery of the Act, are not within its scope and purview; and that when the Act speaks of "incorporeal hereditaments," it refers only to those which admit of being sold, leased, exchanged, and so forth. We cannot see the slightest ground for drawing any distinction between section 37 and other sections of the Act in this respect; and we have great difficulty in understanding why, if a baronetcy is land for one purpose, it is not land for another purpose. Our view is, at least,

we think, consistent and intelligible. What we say is as follows:—The Act provides a great many statutory powers to be exercised in respect to land and chattels settled to devolve with land; these powers are of such a sort, that to suppose them to be exercisable with regard to baroneties, and so forth, would be absurd. We, therefore, conclude that a baronetcy is not land for the purposes of the Act, and that, for those purposes, chattels settled so as to devolve with a baronetcy are not chattels settled so as to devolve with land. The learned judge was, of course, aware of the objection against the proposed interpretation of the word land, which is involved in the existence of the statutory powers of sale, and so forth, and he endeavours thus to meet it:—"There was, however, an obvious answer to such an objection. It was that the Act only conferred on tenants for life, or other limited owners, a power of sale and other powers possessed by absolute owners, and the Act did not render saleable or alienable any possession in itself unsaleable." We humbly submit that this rests solely upon the *dictum* of the learned judge. It is so far from being "obvious" that the language of the Act in express words imports the contrary. We have not space to go into a detailed examination of the Act's language, which alone would occupy two or three columns of our space. We can only beg the reader to examine it carefully for himself, as we have done (a good many times, and not upon this occasion only), and then to ask himself whether, upon the hypothesis, that in the Act the word "land" does include "baronetcy" he would have supposed, until he was taught better, that the Act authorizes a sale of it? We must confess that to our apprehension the Act seems so clearly to say this, that we can escape from the unwelcome and absurd result, only by concluding that, for the purposes of the Act, a baronetcy is not included under the word "land."

THE FOLLOWING are the names and dates of calls to the bar of the new Queen's Counsel:—Two members of the Equity Bar, Sir A. T. WATSON, Bart., 1856, and Mr. C. I. ELTON, M.P., 1865. Three members of the Northern Circuit, Mr. SAMUEL TAYLOR, 1846; Mr. W. R. KENNEDY, 1871, and Mr. D. O'C. FRENCH, 1872. One member of the North-Eastern Circuit, Mr. J. L. GANE, 1870. Two members of the South Eastern Circuit, Mr. A. M. CHANNELL, 1863, and Mr. J. F. MOULTON, 1874. And two members of the Probate and Admiralty Bar, Mr. R. A. BAYFORD, 1863, and Mr. T. T. BUCKNILL, 1868.

HANDWRITING AS EVIDENCE OF IDENTITY.

THERE has been a remarkable change in recent times in the views of judges as to the weight to be given to the evidence afforded by handwriting. Lord Eldon laid it down, at the commencement of the present century, that, "by the common law, comparison of hands is not evidence" (*Eagleton v. Kingston*, 8 Ves., at p. 475). And even in the ecclesiastical courts, where such evidence was often received, it was looked upon with a good deal of suspicion. Sir John Nicholl declared it to be very inconclusive, both on account of the exactness with which handwriting may be imitated, and also "from the dissimilarity which is often discernable in the handwriting of the same person under different circumstances." Few persons, he thought, wrote so uniformly that dissimilar formations of particular letters were grounds for concluding them not to have been made by the same person (*Robson v. Roche*, 2 Addam's Rep. 79). Dissimilarity in handwriting, he pointed out on another occasion, may be occasioned by a variety of circumstances—the state of health and spirits of the writer, his writing materials, his position, and his hurry or care (*Constable v. Steibel*, 1 Hagg. Eccl. Rep. 61).

Of late, however, there has been a disposition to attach considerable weight to the evidence afforded by comparison of handwriting. It will be remembered that in the Tichborne trial the late Lord Chief Justice devoted no little attention to this subject. In his summing up he reserved the subject of handwriting as the last head of inquiry, and introduced it to the jury as being a test "of more than usual cogency, and one by which

they might be safely guided." And he added that "manifold as are the points of difference, in the infinite variety of nature, in which one man differs from another, there is nothing in which men differ more than in handwriting; and when a man comes forward and says, 'You believe that such a person is dead and gone: he is not; I am the man,' if I knew the handwriting of the man supposed to be dead, the first thing I should do would be to say, 'Sit down and write, that I may judge whether your handwriting is that of the man you assert yourself to be.' If I had writing of the man with whom identity was claimed, I should proceed at once to compare it with the handwriting of the party claiming it." The meaning of this seems to be that the one unchanging characteristic of a man is his handwriting. It is to be observed, however, that in the course of the summing up considerable modifications were introduced in this doctrine. In comparing the handwriting of the claimant with that of Arthur Orton, it was found that at least five of the capital letters in most common use were altogether differently formed. The learned judge then suggested that "in the course of several years the defendant altered the form in which he made those letters. 'I take it to be the fact that, while the general character of the handwriting remains the same, persons do, in the course of time, change the manner of forming particular letters.'" Again, with regard to the letters undoubtedly written by the genuine Roger Tichborne, the awkward fact presented itself that, while the earlier letters were written in a "small, cramped hand," the later ones were in a "full, flowing hand." But the Lord Chief Justice was again ready with an explanation. Admitting that the two hands were very different, he pointed out that "the form of the most striking letters is to be found in the earlier writing," and that while it was true that handwriting altered in course of time, yet it had always the foundation of the early habit of writing, whatever might be the modifications introduced into it in the course of time. The general result of these observations seems to be that, in the opinion of a judge who was well known to have devoted special attention to the subject, a man's handwriting may change, but you can always trace a certain general resemblance between his earlier and later handwriting.

In the recent *Loval Peerage case* this question of the weight to be attached to handwriting as evidence of identity was a good deal discussed. The claimant traced his descent from Alexander Fraser of Wales, whom he sought to identify with Alexander Fraser, the eldest son of Thomas of Beaufort, who was the fourth son of the ninth Lord Lovat. It was proved that Alexander of Beaufort had signed a bond in 1684, and his signature to this document was closely compared by the learned law lords with the signatures of Alexander of Wales in certain mine-books. The result of the examination was to convince them that the two handwritings could not have been those of the same person. The signature of Alexander of Beaufort (in 1684) Lord Blackburn said, was "a bold well-written signature of an educated man," whereas that of Alexander of Wales, in 1737, was of a different character. "It would be difficult," Lord Blackburn said, "to select two writings which were less alike. . . . He considered that evidence of the handwriting was as strong evidence as could be given." And, according to the *Times* report, Lord Bramwell remarked that "the difference in the handwriting showed clearly that the two Alexanders were different persons." Now, the claimant's case was that Alexander of Beaufort, having at an early age killed a fiddler at a feast, fled into Wales, and worked there for a great many years as a common miner. The suggestion that incessant hard labour, constant association with ignorant workmen, and long discontinuance of the habit of writing might operate to change the character of the man's handwriting, seems to have been noticed by Lord Blackburn, but it is difficult to ascertain from the reports we have seen of his judgment what weight he gave to it. Lord Bramwell's remark seems to involve the proposition that the same man never writes two wholly different hands.

It is worth while to inquire whether and how far the belief in the unchangeableness of a man's handwriting is well founded. It appears to us that, if entertained at all, it ought to be entertained only subject to some important qualifications. There is a period in the life of most people during which the handwriting is unformed, and, for the purpose of comparison, writing during this period should be excluded. We are constrained to say, as the result of some observation, that in some men this period lasts very long. There is a certain member

of her Majesty's Privy Council who, although he must have covered reams of paper during the course of a busy life, never seems to have thought it necessary to acquire any formed style of handwriting. Being a person of strong will, it is quite conceivable that he may, even yet, some day resolve to write a decent and uniform hand, and if he makes that resolution he will unquestionably carry it out. But in that case what would become of the evidence of identity afforded by his handwriting? Suppose the late Dean of Westminster had devoted himself for a week to forming a hand which could be read, does any one doubt that he would have succeeded in his purpose, and that his style of (so-called) handwriting would have wholly changed? Again, it is obvious that physical changes in the hand or arm may occasion the adoption of a different handwriting. Disuse for a lengthened period of the habit of writing may conceivably lead to forgetfulness of the mode in which letters were formerly framed. Letters written in haste are apt to differ considerably from letters written with deliberation, and letters written with a fine pointed pen are often singularly unlike letters written with a quill pen. And, again, peculiarities in handwriting are apt to be dropped. There was a curious instance of this in the letters of the genuine Roger Tichborne. From a very early period he had adopted a habit of placing a dot over the letter "y" whenever it occurred at the end of a word, but in his letters after the year 1851 this peculiarity was entirely absent. For some reason or other he had abandoned the habit. This is, of course, an extreme instance of eccentricity, but there are few people without some peculiar habit in writing. We know, for instance, a learned and very distinguished Queen's Counsel, the chief characteristic of whose handwriting is the habit of crossing his "t's" over, instead of through, the vertical stroke. We know an eminent solicitor whose peculiarity is the horizontal tail which he adds to certain letters occurring at the end of words. But it is quite possible that these persons may drop these habits. Perhaps they may do so if they read these remarks.

The general results at which we arrive are, first, that no reliance can be placed on what we may call tricks of handwriting, or even on the formation of particular letters. The general character of a man's handwriting may afford such evidence; but, even as to this, caution is requisite to ascertain that the handwritings compared were written at or about the same date. We doubt whether it is safe to assume that any man will, throughout the whole of his life, retain even the same general character of handwriting. And, lastly, it may be questioned whether Lord Chief Justice Cockburn was right in his assertion that "there is nothing in which men differ more than in handwriting." We should be rather disposed to think that very many persons write alike. Lord Eldon, in his judgment in *Eagleton v. Kington* (8 Ves., at p. 476), tells the following curious story:—"A deed was tried in Westminster Hall, stated to have been executed under circumstances throwing a good deal of blot on the persons who had obtained it. The solicitor, who was a very respectable man, said he felt satisfaction that there were respectable witnesses. One was the Town Clerk of Newcastle, and I was the other. I could undertake to a certainty that the signature was not mine, having never attested a deed in my life. He looked back to my pleadings, and was sure it was my signature, and, if I had been dead, would have sworn it conscientiously."

We printed last week a letter by Mr. Smith, the Inspector-General in Bankruptcy, in reply to a communication addressed to Mr. Chamberlain by Dr. Faulkner, the registrar of the Northampton County Court. Dr. Faulkner has sent a reply to Mr. Smith's letter, in which, with regard to Mr. Smith's statements that "the practice of calling private meetings and making private arrangements outside the sphere of the Bankruptcy Act is by no means a new one; and that in all the leading retail trades it has been practised for many years"; and that, "as a matter of fact, the Board of Trade have been unable to obtain any trustworthy evidence that (except in one or two special trades) the practice is materially on the increase." He says: "It is no doubt the fact that the practice of making private arrangements outside the sphere of the bankruptcy laws is not a new one, but I venture to assert that it has never been carried on to such an extent as since the commencement of the Act of 1883. How otherwise can the great decrease in the number of petitions throughout the country be accounted for—viz., from 8,810 in 1883—that is an average of 2,402 per quarter—to 700 for the first quarter of 1884, and 1,124 for the first quarter of 1885, the first quarter of the year, too, being usually the most prolific in failures? That the Board of Trade have not received complete evidence as to the increase of such arrangements I can quite believe, as probably it is the last quarter to which such information would be readily given. The fact nevertheless remains, and is generally known and admitted."

REGISTRATION OF TRADE-MARKS— NOTES ON THE REGISTER.

III.

There are two other classes of cases in which notes have been entered on the register as *addenda* to the usual registration, with a view to prevent the rights conferred by the registration from clashing with the rights of other persons, in the first of which classes of cases a restriction has been placed upon the registration in the form of limiting the modes in which the mark registered is to be used, and in the second of which classes of cases a similar limitation is imposed upon the registered proprietor with respect to the localities for which his trade-mark is protected.

To take first the cases in which the limitation has been upon the mode of user, the first case is *Re Whiteley* (29 W. R. 235), in which the applicant had, for some years, used a certain trade-mark in respect of numerous varieties of articles, by placing it on wrappers, labels, billheads, &c., and on metal plates affixed to some of the articles, and the application being opposed by a firm of cutlers, who had for many years stamped a somewhat similar mark on their cutlery and metal goods, and had registered their mark for goods of that description, registration was granted, but made subject to the applicant giving an undertaking (of which a note was to be entered on the register) not to stamp or impress the mark on any part of the metal of any article in the classes in which the opponents' mark was registered, but to affix it to, or use it in connection with, articles in those classes in the manner only in which it had previously been affixed or used.

So, in *Re Sykes* (29 W. R. 235), registration of certain bleachers' marks was granted, subject to an undertaking (to be entered on the register) not to use a swan, which formed a part of one of the marks and was common to the trade, alone, and to use the marks only within the fold of the cotton goods to which they were applied, in the same way in which they had been previously used. And, again, in *Re Farina* (Hall, V.C., April 22, 1879), two seals were allowed to be registered as trade-marks for eau de cologne, but, as to the first, with a note that it was not to be used with or as part of any label similar to or only colourably differing from the opponent's first label; and, as to the second, with a note that it was not to be used upon the top or cork of any bottle of eau de cologne, or with or as part of any label similar to, or only colourably differing from, the opponent's second label.

This brings us to the last class of cases within the scope of this article—viz., that consisting of cases in which some limitation has been imposed upon the registered proprietor in respect of locality. In *Re Rabone Brothers & Co.* (Jessel, M.R., February 15, 1879), two firms applied for the registration of old trade-marks, which bore a considerable resemblance to one another, in respect of metal goods, and, with a view to preventing the two firms from coming into collision, the Master of the Rolls, on granting registration to both, held that since the trade of the one firm had been mostly confined to the colonies, and that of the other to Europe, the former firm must give an undertaking not to use their mark in Europe, and the latter firm not to use theirs in Australia, Tasmania, New Zealand, the West Indies, or British Columbia, a note of each undertaking to be entered on the register.

The precedent set in *Re Rabone* was followed by Mr. Justice Pearson in *Re Kepp* (32 W. R. 427, L. R. 26 Ch. D. 187), in which, a trader having applied for the registration of a trade-mark which bore some resemblance to a trade-mark already registered by another firm, an agreement was arrived at by which the applicant bound himself not to use the mark, except upon goods actually exported to the Australian colonies, New Zealand, India, and the Cape of Good Hope; and, on application to the court, a note of the restrictions agreed on was ordered to be entered on the register.

In *Re Mitchell & Co.* (33 W. R. 148, 408, L. R. 28 Ch. D. 666), an attempt was made to carry the principle of *Re Rabone* a step farther. Two firms of manufacturers of whisky applied to register trade-marks which contained the same distinctive words—“Cruiskeen Lawn”; and, to avoid litigation, they entered into an agreement by which the one firm was not to use the words except in combination with its device and name, nor to offer whisky for sale under those words, nor to use those words in connection with whisky, except in certain specified districts; and the other firm

was not to use the words except in combination with its name, nor to advertise its whisky under the words so as to prejudice the goods of the other firm, nor to sell whisky under those words in the specified districts. The comptroller registered both marks without any reference to the agreement, and both firms applied to Mr. Justice Chitty for, and, at first, obtained, an order rectifying both registrations by adding a note that the use of the marks was restricted by an agreement of April 22, 1884. The comptroller thereupon moved to discharge the order, on the ground that the entries on the register should be complete, and that it was irregular to merely state the existence of an agreement governing the rights of the parties registered without stating how the rights of the parties were thereby affected; and Mr. Justice Chitty, taking the same view, held that it was contrary to the policy and principle of the Registration Acts to make an entry on the register which did not give notice to the world of all that was material, and that to place on the register a note for the purpose of showing that the user of the mark registered was subject to an agreement merely referred to and not stated, and which could only be found by search, would be a violent departure from the principle of the Act. He accordingly varied his former order so as to follow *Re Rabone*, and directed undertakings restricting the use of the marks to the specified districts to be entered on the register.

Although there are obvious reasons for it being considered inexpedient to allow registrations of trade-marks to be accompanied by notes referring to undisclosed agreements, or to other documents not appearing on the face of the register, the advantages of allowing registrations, in special cases, to be accompanied by notes of limitation, which show on their face the extent to which they go, are so great that it would be very unfortunate if any doubt were to be thrown upon the propriety of such a course being adopted in occasional instances. There are two points to be considered—the necessity for protecting rights deserving of protection, and the necessity for not allowing, except in unavoidable cases, rights to be acquired which are at variance with one another. Where two marks have long been used side by side, the three-mark rule defines the limits within which the rival traders' rights can be protected; where two marks have long been used, but with clearly-marked differences in the mode, place, &c., of user, the adoption of notes of limitation preserves to each trader the rights to which his user has justly entitled him, while it prevents him from acquiring wider rights to the detriment of another. It was one of the great merits of Sir George Jessel's administration of the Trade-Marks Registration Acts that he knew so well how to reconcile private rights with the public interest.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

TAKING INSTRUCTIONS.

(3) FOR A MARRIAGE SETTLEMENT.

The solicitor who, in this year of grace, advises in the interests of a lady that her property should be settled on her marriage, may be asked with some colour of reason why a marriage settlement should be necessary at all, seeing that marriage no longer places her property, past, present, or future, under the control of her husband. The answer, however, appears to us to be conclusive. A strong-minded lady may, no doubt, be quite capable of resisting either the threats or blandishments of her husband, but the Married Women's Property Act, 1882, has not swept away with the husband's rights in his wife's property the influence which results from his marital supremacy and masculine intellect, and few thoughtful persons would be found to describe as valueless the shelter cast round a wife by placing her in a position, when asked to invest her capital in an Indian gold-mine, to say, not “I will not do it,” but “I cannot do it—you must ask my trustees.” The same observation applies in effect to many other possible states of circumstances. The ordinary trusts of a marriage settlement have been proved by the experience of many generations to provide suitably for the enjoyment and fitting destination of the property of a lady entering the marriage state, and many social changes must come to pass in aid of the great legislative change before they can be set aside as worthless.

The arguments in favour of the settlement of property by the husband rest on different considerations. So far as he is individually concerned, there is, generally speaking, no object to gain, except in the particular sense that he may obtain a *quid pro quo* in the shape of a settlement of property on the lady's side, which may be made conditional on his bringing property into settlement himself. But as a safe and sure provision to meet the responsibilities of the married state, the step of entering into a marriage settlement has in its favour reasoning of most weighty force.

In the observations which we have to make on the duty of taking instructions in connection with a marriage settlement we do not think it necessary to discriminate between instructions taken before the preparation, and before the perusal, of such a document. The instructions are applied, no doubt, in the two cases to different purposes, but, in the general sense in which we desire to treat the subject, the one duty is the direct correlative of the other, and no dividing line appears to us to be called for.

Few duties fall to the lot of a solicitor which require greater tact and delicacy of touch than that of taking instructions for a marriage settlement. The parties immediately concerned are in many cases too much wrapped up in the beatific contemplation of living happily ever afterwards to be disposed to enter with any patience into sublunary matters, and will proportionately resent the intrusion of such sordid details as life interests, and hotchpot clauses, and powers of appointment. In some other cases, not altogether beyond the range of a solicitor's experience, the parties immediately concerned, or one of them, will exhibit indications of taking a more keen and lively interest in the monetary arrangements which attend the union than in the union itself. And, hovering round each principal, there will be as a rule parents or other relatives, or intimate friends who champion his or her cause, and may be described as accessories before the fact. These are not always very promising materials for the solicitor to work upon when receiving his instructions. Matters may, of course, and often do go smoothly enough, but if he is obliged to protect the interests of a client who regards the settlement as a necessary nuisance, who fails altogether to appreciate what is involved in it, and lays every obstacle at the solicitor's door; or if, again, the client expects the solicitor to espouse unreasonable or humiliating demands, the latter will have to take heed to his ways, and walk very warily, if he does not wish to find himself in the unenviable position of a scape-goat for the consequences of temporary indifference or extravagant demands.

The first point to which the solicitor's attention should be directed will be the extent of the subject-matter of settlement on the part of his client. If he acts for the gentleman, and the client has no very decisive views of his own, this may be a matter deserving of much consideration. In the first place, the amount of the lady's fortune will have to be taken into account. In the next place, regard should be paid to the position and occupation in life of the gentleman. If he be living on his private means and have no occupation, it will probably not be of any great practical moment to him in the long run how far his capital is tied up in the hands of trustees, though he may, of course, have a strong preference for keeping it under his own control. If he be in trade, two conflicting considerations must be weighed. On the one hand, it may be of great moment to him to have the free control of capital. On the other hand, events may arise in which the salvage of some portion of his capital for the benefit of his wife and children may be an incalculable advantage, and it may or may not, according to the degree of risk involved in his occupation, be well deserving of consideration whether he will even denude himself of the first life estate in all or some portion of the property which he brings into settlement in order to make this provision secure and effectual in all emergencies.

Where the solicitor acts for the lady, his advice will be simple enough. Unless in very exceptional circumstances she can have no need for the employment of capital, and will act wisely in throwing the protection of a settlement round all her means, both present and prospective. In this case, any marked preponderance of property on the lady's side may affect the trusts of the settlement, but should not operate to limit in any way the extent of the property to be settled by her.

This preliminary point settled, the nature of the property to be settled will demand attention. Is all or any of it real estate, and, if so, is it to be held upon trusts for conversion, or settled as realty? If the subject of settlement consists wholly or partly of personal estate, is it all of a character which trustees can with propriety be asked to retain? If, for instance, there are shares with a liability upon them, it should be pointed out that there are grave objections to asking trustees to undertake the risk of holding that species of property. Again, do any special incidents attach to the property which require consideration? If, for example, a life policy is settled, how, or at whose option, are the bonuses to be dealt with?

Having gained accurate information on such points as these, information which should not stop short of gaining exact particulars of every item of property included, of the evidence of ownership

possessed by the client, and of the appropriate mode of its transfer to trustees; the solicitor will be met at times by a question of some delicacy—the extent to which he should investigate, in the interests of his client, the truth of a statement made on the other side that this or that property can and will be brought into settlement. If one man buys real estate or shares of another man, he does not usually in this imperfect world pay the purchase-money in childlike faith, but requires to satisfy himself by evidence that the vendor is really in a position to carry out his bargain. Usage has established this, and it furnishes no ground for offence. But when two people who are going to be married bring property into settlement, preparatory to entering into the most irrevocable of all contracts, there is often a tendency to regard it as an impertinence if this same rule of conduct is followed and evidence asked for in proof of ability to carry out the engagement to vest certain property in the trustees.

In the case of most classes of personal estate there is usually not much practical difficulty in this matter. If the intended husband settles £10,000 of stock or bonds, the evidence of his ownership, if called for, can usually be given so easily that there is no real excuse for friction. But when we come to real estate the case differs, in that the investigation of the title to real estate is frequently not an easy or inexpensive matter. In this, as in some other things, the court has laid down one rule of conduct; and the profession has followed another. The point has never, we believe, been solemnly decided in direct connection with a question of the solicitor's liability, but the opinion has more than once been expressed from the bench that he is as much bound to investigate title in the case of a marriage as he is in the case of a purchase. The late Vice-Chancellor Stuart (in *Wormald v. Maitland*, 13 W. R. 832) even went so far as to describe the omission to "see the deeds and compare the abstract with them" as an act of gross neglect. But a practice has certainly long existed—the cause of which is traceable, no doubt, to considerations of expense and to an instinctive delicacy arising from the relations of the parties to each other—of taking more on faith in the case of a settlement than in that of a purchase, and pursuing the investigation of title in a much more loose and perfunctory fashion. It appears to us that there are three practical considerations which the solicitor should keep in mind on this subject. First, that as the law stands he is legally liable in the absence of express instructions if he fails to investigate the title of a settlor exactly as he would that of a vendor. Secondly, that if (as he may generally very rightly and properly do) he proposes to abate somewhat of the strict measure of this standard of investigation, he should obtain, for his own reasonable protection, his client's distinct written instructions to that effect, given with full knowledge of what is involved in principle and possible consequences. And, thirdly, that within the limits of his actual investigation, whatever they may be, his work should not be done in a slovenly "mere matter of form" way, but should be thorough and efficient. We do not mean by that expression that every minute point should be pressed in requisitions on title, but that the solicitor should be thoroughly satisfied that the settlor has a good sound title to the property brought into settlement.

We have thus reached the stage of its being ascertained what is to be brought into settlement, and reach next the very important matter of determining the trusts on which the settled property is to be held. If it be actually or approximately contributed equally by both parties there will rarely be any difficulty in the matter. The husband will generally take the first life interest in his property, and the wife in hers; the survivor will take a life interest in the whole; and the other trusts will dovetail in consistently with that general idea of equality of interest. The difficulty arises where there is a great preponderance of property on one side or the other. This will naturally colour the trusts, and rightly so; but it should always—and, we must add, it often is not—bore in mind that the marriage settlement when reduced to first principles is intended as a provision for husband, wife, and children, and that, speaking of general, and not of exceptional, cases, the advisers of one of two persons who have sufficient trust in each other to marry do not act with true wisdom in devoting all their ingenuity to the task of leaving on the settlement indelible marks of humiliating inequality. Requirements in this sense carried to extreme lengths may bring in their wake infinitely more injurious after-consequences than a concession over a question of giving or not giving a life estate to husband or wife.

Finally, we would lay stress upon the paramount importance of being assured beyond all possibility of question that the instructions received represent in very truth the client's own personal wishes. It is a very serious matter to tie up property for one generation at least, and, while there may be every possible reason for doing it, there should be no room for question as to the client's free will and knowledge of the irrevocable effect of what is being done. It is the more necessary to bear this in mind, because parents and others occupying a position of commanding moral influence over the client are apt to assume, with the best of intentions, an indisputable right to deal with property in which they have, perhaps, no legal right, in

whatever manner they think most conducive to the interests of the true owner. If the person interested sees well to place his or her interests unreservedly in the hands of older and wiser people, there can be nothing to be said, but the solicitor most certainly owes a responsibility to the person on whose behalf he prepares or approves of a settlement to see that, however much that person may be content to place his or her own wishes in commission, the actual sum total of what is proposed to be done is at least clearly understood and unreservedly assented to. It is hardly necessary to point out that, where an intervening third person is, or may be, in any way benefited by the settlement, the need of caution on the solicitor's part becomes ten-fold greater.

REVIEWS.

PRACTICE STATUTES AND RULES.

A COMPLETE COLLECTION OF PRACTICE STATUTES, ORDERS, AND RULES, BEING A SELECTION OF SUCH PRACTICAL PARTS OF ALL STATUTES, ORDERS, AND RULES AS ARE NOW IN FORCE AND RELATE TO THE PRACTICE AND PROCEDURE OF THE SUPREME COURT, FROM 1275 TO 1885, WITH TABULATED SUMMARIES OF THE LEADING CASES, AND ANALYTICAL CROSS-REFERENCES. By ALFRED EMDEN and E. R. PEARCE-EDGCUMBE, Esqrs., Barristers-at-Law. Stevens & Haynes.

The general purpose of this volume is stated in the title, which, however, in one respect, rather inadequately explains its scope, since the work is not restricted to the practice of the Supreme Court, technically so called, but embraces the statute and rules relating to appeals to the House of Lords. The plan of the authors is to select such portions of statutes and rules as are in force, and as relate to practice and procedure, and to arrange them, generally speaking, chronologically, but in many cases grouping the Acts relating to the same subject-matter. We rather doubt the advantage of the general chronological arrangement; the table of contents would serve, as regards the statutes, to show sufficiently their order in point of time, and we think that in a future edition it would be better to group all the statutes and rules under general headings. At present there is some little "wobbling" between the two methods; thus, at pp. 61-80, the statutory provisions as to evidence are grouped; but, at p. 82, the section of 26 Geo. 3, c. 57, relating to proof of deeds executed in India, is printed separately; and again, at p. 116, the sections of 11 Geo. 4 & 1 Will. 4, c. 65, relating to the management of infants' property, are printed without having grouped with them section 42 of the Conveyancing Act, 1881, to which, however, a reference is given in a footnote. We must admit, however, that this is a matter which is not likely to interfere with the convenience of the practitioner, for by means of a very full index and frequent cross-references, he will have little difficulty in finding any provision he may require to consult. The selection of the sections of statutes and of the rules does much credit to the care and industry of the authors. There are, of course, some slight oversights—for instance, in printing, at p. 120, section 6 of 11 Geo. 4 & 1 Will. 4, c. 70, and citing in the note *College of Christ v. Martin* (L. R. 3 Q. B. D. 16), the authors seem to have overlooked the fact that rule 14 of order 64 of R. S. C., 1883, was framed expressly to remove the anomaly revealed by that case, and to enable time to be computed by sittings. And again, at p. 179, section 62 of the Companies Act, 1862, is printed without rules 3, 63, and 64 of the General Orders of November, 1862. But in general we think that the sections and rules in force relating to procedure will be found in the book. With regard to the cases, the plan of the authors is to indicate briefly, in very prominent type, the general purport or subject, and then to give references to a case, or group of cases, leaving room for noting up new cases. In the notes we have examined we have found the leading cases judiciously selected. The notes on the Trustee Relief Act, and the Bills of Sale Acts, may be instances as exceedingly useful classified references to cases. The Judicature Acts and Rules, of course, occupy a large space in the volume, and here we find the cases carefully arranged under convenient headings. At the end of the volume there will be found a useful collection of miscellaneous orders, rules, and notices relating to practice which are not readily obtainable by the practitioner. The book is admirably printed, and the index deserves much praise for its completeness.

CONTRACT.

PRINCIPLES OF CONTRACT: BEING A TREATISE ON THE GENERAL PRINCIPLES CONCERNING THE VALIDITY OF AGREEMENTS IN THE LAW OF ENGLAND. FOURTH EDITION. By FREDERICK POLLOCK, Barrister-at-Law. Stevens & Sons.

We may claim some credit for having pointed out, on the first

appearance of this work, the remarkable combination it displayed of originality of view and method, and ingenuity and subtlety of speculation, with sound learning and good common sense. The editions which have subsequently appeared have been so well kept up to the mark of current decisions that the book has become, to a considerable extent, a compendium for the practitioner, as well as an invaluable text-book for the student. We are glad to see, from the preface, that Mr. Pollock contemplates its expansion hereafter into a complete treatise on the general part of the law of contract. In making this announcement, he has anticipated a suggestion which will have occurred to many of his readers. In the present edition we find the statutory alterations in the law, and the leading recent cases, noticed or referred to with the author's accustomed accuracy, but, in some instances, more briefly than we should have desired. We miss, however, at p. 197, under the head of stipulations in a contract for the benefit of third parties, the recent case of *Re Flavell* (L. R. 25 Ch. D. 89); nor do we find any reference to *West v. Houghton* (L. R. 4 C. P. D. 197) or *Lloyds v. Harper* (L. R. 16 Ch. D. 321). No doubt the doctrine of trusts, on which these cases turn, is almost necessarily kept out of a treatise with the limited scope of that before us, but there are many interesting points in the cases referred to on which we should have been glad to have had the benefit of Mr. Pollock's criticism.

INCOME TAX ACTS.

A GUIDE TO THE INCOME TAX ACTS FOR THE USE OF THE ENGLISH INCOME TAX PAYER. By ARTHUR M. ELLIS, Solicitor. Stevens & Sons.

This is an exceedingly well-written little treatise, presenting in a clear and methodical arrangement the provisions of the twenty-four or more Acts affecting the English income-tax payer. The divisions under which the subject is treated are well chosen, and the matter within each division is conveniently arranged. The most practically important of these divisions is that relating to the properties and profits which are the subjects of the tax. We find the cases of *Coltness Iron Company v. Black* (29 W. R. 717, L. R. 6 App. Cas. 315), *Forder v. Handyside* (24 W. R. 764, L. R. 1 Ex. D. 233), and *Watney v. Musgrave* (28 W. R. 491, L. R. 5 Ex. D. 241) duly stated, from which there has been derived the principle, which has, since Mr. Ellis's book was published, been so strongly asserted in the cases of *Gillatt & Watts v. Colquhoun* (33 W. R. 258) and *Broughton and Plas Power Company v. Kirkpatrick* (33 W. R. 279). These cases will, no doubt, enable Mr. Ellis to lay down definitely in his next edition the general principle that, for the purpose of ascertaining what are profits for the purposes of Schedule D., no outlay in the shape of expenditure of capital for the future benefit of the estate is to be deducted.

CONSTITUTIONAL LAW.

CONSTITUTIONAL LAW VIEWED IN RELATION TO COMMON LAW, AND EXEMPLIFIED BY CASES. By HERBERT BROOM, LL.D. SECOND EDITION. By GEORGE L. DENMAN, Barrister-at-Law. W. Maxwell & Son.

This book, although, perhaps, from the nature of the subject, it has been less successful than others from the same pen, always appeared to us to be one of the best of Dr. Broom's productions. His arrangement of the matter was good, and his notes were concise and practical. Mr. Denman has not had a very heavy task to perform in editing this new edition, the growth of cases bearing upon the subject of the book being very slow; but we think he has executed his work with accuracy and sound judgment.

On Thursday last the Court of Appeal, No. 1, rose for the day of after the midday adjournment, to enable the Master of the Rolls to attend the funeral of the late Sir Adolphus Liddell. The Master of the Rolls said:—"I am about to close the court, in order that I may pay the last mark of respect to the late Sir Adolphus Liddell, whose recognized talent in a public position of the highest importance and universal kindness earned for him the respect and love of every member of our profession who knew him."

A New York paper says that a young lawyer, about to be admitted to practice before the Supreme Court, asked the Hon. David Davis for some advice as to the conduct of his first case. "You needn't be afraid," said the ex-justice, "to speak before the Supreme Court; and, if one of those duffers in a toga interrupts you in the midst of an argument by some irrelevant question, don't get frightened and spoil your argument by stopping to answer him; just say quietly, 'Excuse me, your honour, but I will reach that by-and-by,' and, if you don't reach it, it won't matter. You need not be afraid that you will be called up to answer it after you have taken your seat." The young man took his advice, and gained his case.

CASES OF THE WEEK.

COURT OF APPEAL.

VENDOR AND PURCHASER—OPEN CONTRACT—EXPENSE OF ABSTRACT OF DEEDS NOT IN VENDOR'S POSSESSION—CONVEYANCING ACT, 1881, s. 3 (6).—On the 30th ult., the Court of Appeal, No. 2 (Cotton, Lindley, and Fry, L.J.J.), reversed the decision of Pearson, J., in *In re Johnson and Tustin (ants., p. 9)*. Sub-section 6 of section 3 of the Conveyancing Act, 1881, provides that, "on a sale of any property, the expenses of the production and inspection of all Acts of Parliament, deeds . . . and other documents, not in the vendor's possession, . . . and the expenses of searching for, procuring, making, verifying, and producing all certificates, declarations, evidence, and information not in the vendor's possession, and all attested, stamped, office, or other copies or abstracts of, or extracts from, any Acts of Parliament or other documents aforesaid, not in the vendor's possession, if any such production, inspection, . . . procuring, making, or verifying is required by a purchaser, either for verification of the abstract or for any other purpose, shall be borne by the purchaser who requires the same." In the present case an open contract for the purchase of land was, in 1884, entered into, and the purchaser was therefore entitled to a forty years' title. The abstract furnished by the vendor commenced with a deed dated in December, 1860. The purchaser's solicitor required the production of an abstract of a forty years' title, but ultimately limited his requirement to an abstract of a deed dated in October, 1854, which was a conveyance of the property, with other land, to a company, through whom the vendor derived title. This deed was not in the vendor's possession, but he was entitled to the benefit of a covenant for its production. The vendor insisted that, under sub-section 6, the purchaser must pay the expense of making an abstract of the deed if he required it. The purchaser insisted that, as he was entitled to a forty years' title, the vendor was bound to furnish, at his own expense, an abstract of the deeds which formed that title, and that section 6 did not apply to what might be called the "main abstract." Pearson, J., held that sub-section 6 applied literally to the case, and that he could not escape from the literal construction. Cotton, L.J., said that it was the duty of a vendor to show a title for the statutory period of forty years, unless the period was limited by the contract between the parties. Sub-section 6 assumed the existence of a proper abstract, and was not intended to interfere with the duty of vendor to furnish it. It dealt only with requisitions made by the purchaser for information relating to a verification of the title shown by the abstract. A purchaser could not be said to require a copy or abstract of a particular document because he required a title to be shown for a period the length of which would involve the abstracting of that document. If, after he had got a proper abstract of title, he required something which involved the abstracting or making a copy of a deed not in the vendor's possession, sub-section 6 threw the cost on the purchaser. No doubt there was a difficulty in construing the sub-section, but the difficulty arose from the word "abstract" being used in two senses—the abstract of the title and an abstract of a particular deed. LINDLEY, L.J., said that sub-section 6 assumed that the vendor had shown the title which he was bound to show, and, starting with that assumption, there was no difficulty in construing the clause. The abstract was to be produced, but the costs of any information as to the deeds which might be required by the purchaser was to be borne by him. The clause could not be read as meaning that the vendor was only bound to show such title as the deeds in his possession showed. FRY, L.J., concurred.—COUNSEL, H. J. HODD; Swinfin Eady. SOLICITORS, Lee & Pemberton; Hickling, Washington, & Passmore.

PARTITION ACTION—JURISDICTION—SALE AT REQUEST OF ONE PARTY INTERESTED—PARTITION ACT, 1868, s. 3—SALE IN LIEU OF PARTITION—DISCRETION OF JUDGE.—In a case of *Dyer v. Paynter*, before the Court of Appeal, No. 2, on the 24th ult., there was a question as to the jurisdiction of the court in a partition action to order a sale of the property at the request of one of the parties interested. Section 3 of the Partition Act, 1868, provides that, "In a suit for partition, where, if this Act had not been passed, a decree for partition might have been made, then, if it appears to the court that, by reason of the nature of the property to which the suit relates, or of the number of the parties interested, or presumptively interested, therein, or of the absence or disability of some of those parties, or of any other circumstance, a sale of the property and a distribution of the proceeds would be more beneficial for the parties interested than a division of the property between or among them, the court may, if it thinks fit, on the request of any of the parties interested, and notwithstanding the dissent or disability of any others of them, direct a sale of the property accordingly, and may give all necessary or proper consequential directions." In the present case the property was divisible into sixths. The plaintiff, who was entitled to one-sixth, asked for a sale instead of a partition. The owners of four-sixths objected to a sale. Bacon, V.C., refused to direct a sale, and the Court of Appeal (Cotton, LINDLEY, and Fry, L.J.J.) affirmed his decision. Cotton, L.J., said that section 3 did not make it imperative on the court to direct a sale; it only enabled the court to do so if it thought fit. When certain facts were proved, the court might, if it thought fit, direct a sale on the request of any of the parties, notwithstanding the dissent of the others. In *Gilbert v. Smith* (L. R. 11 Ch. D. 81) Jessel, M.R., said, "The meaning of the Legislature was that when you see that the property is of such a character that it cannot be reasonably partitioned, then you are to take it as more beneficial to sell it and divide the money amongst the parties." In the

present case there was no evidence that the property could not be reasonably partitioned into sixths. No case was made for the application of section 3. When once the case was brought within the section a sale was a matter for the discretion of the court. LINDLEY and FRY, L.J.J., concurred.—COUNSEL, Medd; Marten, Q.C., and J. Chester. SOLICITORS, Maples, Teesdale, & Co.; J. & C. J. Allen.

COSTS—ADMINISTRATION ACTION—MARRIED WOMAN PLAINTIFF BY NEXT FRIEND.—In a case of *Jordan v. Jordan*, before the Court of Appeal, No. 2, on the 29th ult., an administration action had been brought by a married woman by a next friend. Kay, J., was of opinion that the action was unnecessary, and had ordered the plaintiff personally to pay the costs of the action, as between solicitor and client, and also to pay the charges and expenses incurred by the trustees beyond their costs of action. The action was brought under the old practice, and at the request of the trustees. The Court of Appeal (Cotton, LINDLEY, and Fry, L.J.J.) held that the order of Kay, J., was wrong in principle. They considered that the action had been properly brought under the old practice. The court was most anxious to prevent unnecessary expense in administering small estates, and in case an action was brought for complete administration under the new practice when it was unnecessary, the person bringing it would be visited with costs. But in the present case, under the circumstances, the action had not been improperly brought, and the costs must be paid out of the estate.—COUNSEL, G. O. Edwards; McSwinney. SOLICITOR, A. H. Crother.

AGRICULTURAL HOLDINGS ACT, 1883, s. 33—NOTICE "BY LAW" NECESSARY AND SUFFICIENT—AGREEMENT FOR SIX MONTHS' NOTICE TO QUIT.—On the 25th ult. the case of *Barlow v. Teal* came before the Court of Appeal, No. 1. The defendant was tenant of a farm under an agreement whereby it was provided that he should hold from year to year "until six months' notice is given in the usual way." The plaintiff, on August 22, 1884, gave the defendant notice to quit at Lady Day, 1885. The defendant refused to quit, at the latter date, on the ground that a year's notice to quit was necessary under section 33 of the Agricultural Holdings Act, 1883, which provides that, "where a half-year's notice, expiring with a year of the tenancy, is by law necessary and sufficient for determination of a tenancy from year to year, . . . a year's notice so expiring shall by virtue of this Act be necessary and sufficient for the same." On the refusal of the defendant to quit, the plaintiff issued a specially-indorsed writ under R. S. C., ord. 3, r. 6, and applied for liberty to enter judgment under ord. 14, r. 1. The master and Mathew, J., granted the application; and on appeal to a divisional court (Lord Coleridge, C.J., and Field, J.), their decision was affirmed, but exclusively on the ground (*ante*, p. 496) that the six months' notice to quit stipulated for, although to be "given in the usual way," was not equivalent to a half-year's notice, and that, therefore, section 33 did not apply. The defendant appealed. The court (BRETT, M.R., and BAGGALLAY and Bowes, L.J.J.) unanimously affirmed the decision of the Divisional Court, but based their decision on the ground that section 33 had no application where an express agreement had been made between landlord and tenant as to the length of notice. BRETT, M.R., said that the words "by law" in section 33 of the Agricultural Holdings Act, 1883, meant "by implication of law," and the meaning of that section was that where there was no express stipulation as to notice to quit, a year's notice should be necessary; but where there was an express stipulation as to notice, the matter was determined by contract and not "by law." In the present case there was an agreement as to notice, and the case was not, therefore, within the section.—COUNSEL, Cyril Dodd; Prosser.

HIGH COURT OF JUSTICE.

SETTLED LAND—TENANT FOR LIFE—DISCRETIONARY TRUST OF RENTS DURING LIFE OF GIVEN PERSON—SETTLED LAND ACT, 1882, s. 2, SUB-SECTIONS 5, 6, 10 (1).—In a case of *Atkinson v. Brown*, before Pearson, J., on the 25th ult., there was a question whether persons entitled under a discretionary trust for the application of rents of settled land during the life of a specified person constituted (so to say) a compound tenant for life within the meaning of the Settled Land Act, 1882, so that they together could sell the land. A testator devised an estate to trustees, during the life of his son, on trust to receive the rents and profits thereof, and to repair, improve, and manage the same, and, after payment of costs and the interest of mortgages, to hold the residue of the rents and profits on the trusts thereafter mentioned, and, after the death of the son, to the use of his first and other sons successively in tail, with remainders over. And the testator declared that his trustees should, during the life of his son, pay and apply the clear residue of any rents and profits which, under the trust theretofore contained, should, during the life of the son, become payable to them, in such manner in all respects as they should think fit for or towards the maintenance and support, or otherwise for the benefit, of the son, and of any wife with whom he might intermarry, and his child or children by her, or for the benefit of any or more of such objects, and so that in case the son should at any time assign, anticipate, or charge, or attempt to anticipate his interest under the will, or any part thereof, or should do any act whereby, either directly or by operation of law, he would, if absolutely entitled to such interest, be deprived, or liable to be deprived, of the benefit or enjoyment thereof, then and immediately thereupon the trust theretofore declared in favour of the son should absolutely cease and determine, and the rents and profits should thenceforth during his life be applied by the trustees,

either for the maintenance and support or benefit of the son, or for such other purposes, and in such manner in all respects, as the trustees should in their absolute discretion think fit. The son was married, but he had no children. An action (by way of originating summons) was brought by the son and his wife against the trustees, asking whether the plaintiffs and their children (if any) were entitled to the rents and profits of the estate, and whether they had the powers of a tenant for life under the Act. Section 2 of the Act provides, " (5) The person who is for the time being under a settlement beneficially entitled to possession of settled land, for his life, is for the purposes of this Act the tenant for life of that land, and the tenant for life under that settlement. (6) If in any case there are two or more persons so entitled as tenants in common, or as joint tenants, or for other concurrent estates or interests, they together constitute the tenant for life for the purposes of this Act." And by section 10 (I), "possession includes receipt of income." It was contended that, as there were no children of the son, he and his wife were together for the time being beneficially entitled to the land for the life of the son, and together constituted the tenant for life for the purposes of the Act. PEARSON, J., declined to adopt this view. He thought that the question depended on the construction of sub-section 6 of section 2. He thought that section 51 did not apply, for the forfeiture clause did not in any way limit the powers of any one who was tenant for life. Nor did clauses VI. and IX. of sub-section 1 of section 58 apply so as to give the applicants the powers of a tenant for life, unless they could make out that they constituted a tenant for life to begin with. The first question was what interest had the applicants independently of the provisions of the Act. The trust was not to pay the rents to either of them; but it was to pay and apply them in such manner as the trustees should think fit, not only for the benefit of the son and his wife, but for the benefit of their children, "or for the benefit of any one or more of such objects." In his lordship's view it was absolutely impossible for the son, or the wife, or their children, or all of them during the life of the son, to compel the trustees to pay the whole of the income to them. And, if the son should become bankrupt, the trustees could apply the income for any other purposes as they in their absolute discretion should think fit. His lordship could not see how either the son, or his wife, or their children, or all of them together, were tenants for life. So far independently of the Act. In construing the Act he desired not to forget what Lord Selborne, C., said in *In re Hazle's Settled Estates* (L. R. 29 Ch. D. 84), "I do not think it was intended to enlarge or alter the substance of any original limitation of a particular estate (not properly an estate for life) which might be lawfully in force when the statute came into operation, as to whether the author of the settlement had neither contemplated nor in any manner provided against any such acts as those in question, nor, indeed, could rationally have done so as the law stood when the settlement was made." Therefore, he thought that, though the court was bound to give the Act a liberal interpretation for the purposes of the Act, it was not bound so to interpret it as to destroy the provisions of a settlement lawfully made before the Act came into operation. His lordship thought the words "entitled to possession" in sub-section 5 meant "possession" as distinguished from "reversion," and that it was immaterial whether there were, in fact, any surplus rents which the person entitled could receive. If he was entitled to the potentiality of the receipt of rents he was tenant for life. In the present case the son and his wife were on the most favourable construction, only the persons in esse entitled to the rents. If any children came into existence they would no longer be so entitled; it might be that the children would then receive the whole of the rents. Then his lordship read the words "so entitled" in sub-section 6 as meaning "entitled for life." Here none of the persons interested was entitled for life, and they could not together make up a tenant for life under the Act. They were not, therefore, entitled to exercise the powers of a tenant for life under the Act.—COUNSEL, Cookson, Q.C., and Mulligan; W. W. Karslake, Q.C., and Dunham. SOLICITORS, Smiles, Bayley, & Ollard; Crowley, Son, & Terry.

MARRIED WOMAN—INJUNCTION—UNDERTAKING AS TO DAMAGES.—In a case of *In re Prynne*, before Pearson, J., on the 27th ult., an *ex parte* injunction was granted on the application of a married woman, who sued without a next friend. She had an income to her separate use, but it did not appear whether she was restrained from anticipation. The registrar refused to draw up the order upon the undertaking of the married woman as to damages. PEARSON, J., held that her undertaking must be accepted. He said that a restraint on anticipation, which was created by the court of equity for the protection of a married woman, did not prevent the court from saying that, under particular circumstances, she was not entitled to the protection. If her undertaking was not sufficient, she ought to be required to sue by a next friend, and, having regard to the provisions of the Married Women's Property Act, 1882, he did not see that the court had any power to require her to do that.—COUNSEL, Giffard, Q.C., and F. Evans. SOLICITOR, F. Parish.

MARRIED WOMAN—ACTION AS TO SEPARATE ESTATE—SECURITY FOR COSTS—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1.—In a case of *Pinder v. Robins*, before Pearson, J., on the 29th ult., the question arose whether a married woman, who was plaintiff (without a next friend) in an action to administer the estate of a testator, under whose will she was entitled to a legacy to her separate use, the defendant being the executor and trustee of the will, ought to be required to give security for the costs of the action. PEARSON, J., expressed some doubt whether the Married Women's Property Act was intended to enable a married woman, who might possibly not have any separate estate, to bring an action (possibly

maliciously) against her husband, or against trustees, without giving security for the costs of the action. The point was not actually decided, for the difficulty was removed by the plaintiff's offering to join her husband as a co-plaintiff. This joinder, PEARSON, J., said, would not amount to an admission that the legacy in question was not a separate estate of the wife.—COUNSEL, B. Eyre; Cookson, Q.C., and Dunning. SOLICITORS, Leslie & Harding; Torr & Co.

MARRIED WOMAN—POWER TO BIND FUTURE SEPARATE ESTATE—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1 (4).—In a case of *Deakin v. Lakin*, before Pearson, J., on the 25th ult., there was a question as to the extent of the power of a married woman to contract so as to bind separate estate which may arise in the future on the happening of a contingency, she having no separate estate at the time when she enters into the contract. Section 1 of the Married Women's Property Act, 1882, provides (4), "Every contract entered into by a married woman with respect to and to bind her separate property, shall bind not only the separate property which she is possessed of or entitled to at the date of the contract, but also all separate property which she may thereafter acquire." In the present case a marriage had taken place in 1843, and by a settlement executed in contemplation of it the husband covenanted to assign to the trustees a policy of insurance on his own life, upon trust to receive the policy money and invest the same, and to pay the income to the wife and her assigns during her life in case she should survive the husband, and for her sole and separate use in case she should marry again, and after her death on certain trusts for the children of the marriage. In 1850 the policy was assigned by the husband to the trustees. There were only two children of the marriage. They both died intestate and unmarried, one in 1869, the other in 1883. Their father took out administration to both of them. In 1884 the husband and wife executed an assignment for value of all their interests in the trust property. The wife was seventy years of age. The purchaser applied to the surviving trustee to assign the policy to him. The trustee declined to do this without the direction of the court, and the purchaser commenced an action by originating summons to obtain this direction. The question was whether the wife had effectually assigned the contingent interest for her separate use which would arise in case she should survive the husband and marry again. PEARSON, J., held that she had not, and consequently that the trustee could not be called on to assign the policy to the purchaser. His lordship was of opinion that, in order that a contract entered into by a married woman should bind her separate estate, she must have separate estate existing at the time when she entered into the contract. If at that time she had separate estate, and she afterwards committed a breach of her contract, any separate property which she had acquired since the contract and which she had when proceedings in respect of the breach of contract were taken against her, would be liable in respect of the breach of contract. But she could not, when she had no separate property enter into a contract which would bind possible future separate property which might come to her on the happening of a contingency.—COUNSEL, H. Warlters Horne; H. Cadman Jones. SOLICITORS, Royle & Co.; Horne & Birkett.

DOMICIL—INTENTION TO CHANGE—BRITISH SUBJECT ENTERING MILITARY SERVICE OF CROWN—DOMICIL OF CHOICE.—In a case of *Paxton v. Macwright*, before Pearson, J., on the 25th ult., there was a question as to the domicil of an intestate. The intestate was born in 1836 in London, where his father and mother were then living, the father being a domiciled Englishman. In 1840 the father went with his family to reside permanently in Jersey, and it was admitted that he did this with the intention of changing his domicil. He continued to reside there until his death in 1856. In 1854 the son obtained a commission in the British Army, and joined his regiment, which was then quartered in England. He served with his regiment in various parts of the world, and ultimately died in 1863 in Canada, where the regiment then was. During the time he was in the army he had occasionally paid visits to Jersey. The question was whether, at the time of his death, he was domiciled in Jersey or in England, the law of Jersey and that of England differing as to the persons who would be entitled to his personal property. It was contended, on behalf of those who would take his property under the English law, that, inasmuch as the Jersey domicil which he acquired by the act of his father in going to live in Jersey was a domicil of choice, and could, therefore, be more easily proved to have been abandoned than a domicil of origin, it must be assumed either that the father, when he sent the son to England to join his regiment, showed an intention that he should re- acquire his English domicil of origin, or that the son himself showed such an intention. PEARSON, J., held that the son retained his Jersey domicil. In the case of a domicil of origin it was well settled that a British subject did not, by entering into and continuing in the military service of his own sovereign, change his domicil. The principle of that rule was, that such conduct afforded no evidence whatever of an intention to change the domicil, and that principle applied equally to a domicil of choice.—COUNSEL, E. F. Buckley; S. Dickinson. SOLICITOR, W. H. Oliver.

SETTLED LAND—PERSON HAVING POWERS OF TENANT FOR LIFE—FORFEITURE CLAUSE—SALE OF MANSION-HOUSE—SETTLED LAND ACT, 1882, ss. 51, 58, SUB-SECTION 1 (VI.).—In a case of *In re Puget*, before Pearson, J., on the 25th ult., there was a question as to the right to exercise the power of sale given by the Settled Land Act, 1882, to a tenant for life of settled land, and a further question as to the application of the proceeds of sale in case there was a power to sell. A testator devised an estate called B. to the use of his son "so long as he shall reside in my present

dwelling-house, or upon some part of my B. estate, for a period of not less than three calendar months in each year after he shall become entitled to the actual possession thereof, and from and immediately after the death of my son, provided he shall have complied with the above condition," to such uses for the benefit of all or any one or more of the children of the son as he should by will appoint, and, in default of appointment, "or, if my son shall fail in compliance with the above condition, on the determination of his estate therein," to the use of trustees in fee, upon trust for sale, and to stand possessed of the proceeds of sale in trust for the child or children of the son, and, in default of children, on trust for other persons. The son desired to sell the mansion-house on the estate, which was too large in proportion to the income derived from the estate, and he took out a summons under the Act, asking (1) the opinion of the court whether he had, under the will, the powers given by the Act to a tenant for life; (2) the sanction of the court to his selling the mansion-house; (3) whether the residence condition contained in the will was void under section 51 of the Act; (4) in what manner the purchase-money of any property sold by the applicant as tenant for life under the will ought to be dealt with. Section 58 of the Act provides (1) that "each person as follows shall, when the estate or interest of each of them is in possession, have the powers of a tenant for life under the Act, as if each of them were a tenant for life as defined in this Act (namely) (inter alios) (VI.) A tenant for his own or any other life, or for years determinable on life, whose estate is liable to cease in any event during that life, whether by expiration of the estate, or by conditional limitation or otherwise, or to be defeated by an executorial limitation, gift, or disposition over, or is subject to a trust for accumulation of income for payment of debts or other purposes." And section 51 provides (1) "If, in a settlement, will, assurance, or other instrument executed or made before or after, or partly before and partly after, the commencement of this Act, a provision is inserted purporting or attempting, by way of direction, declaration, or otherwise, to forbid a tenant for life to exercise any power under this Act, or attempting or tending, or intended, by a limitation, gift, or disposition over of settled land, or by a limitation, gift, or disposition of other real or any personal property, or by the imposition of any condition, or by forfeiture, or in any other manner whatever, to prohibit or prevent him from exercising, or to induce him to abstain from exercising, or to put him into a position inconsistent with his exercising any power under this Act, that provision, as far as it purports, or attempts, or tends, or is intended to have, or would or might have, the operation aforesaid, shall be deemed to be void." (2) "For the purposes of this section an estate or interest limited to continue so long only as a person abstains from exercising any power shall be and take effect as an estate or interest to continue for the period for which it would continue if that person were to abstain from exercising the power, discharged from liability to determination or cesser by or on his exercising the same." PEARSON, J., held that the son was, within sub-section 1 (VI.) of section 58, a person having the powers of a tenant for life under the Act. He did not see how to get over section 51, which was expressed in the simplest and widest terms. It was impossible to say that the proviso did not tend to induce the tenant for life to abstain from exercising the power of sale given to him by the Act. The condition was, therefore, void under section 51, and the interest of the son in the purchase-money, if he exercised the power of sale, would continue as long as it would have continued if he had not exercised the power of sale, discharged from any liability to cesser by reason of his exercising the power.—COUNSEL, Cozens-Hardy, Q.C., and Northmore Lawrence; G. Williamson. SOLICITORS, C. J. Mander; Williamson, Hill, & Co.

INJUNCTION—TELEGRAPHIC CIPHER—USE BY ONE FIRM OF PART OF NAME OF ANOTHER.—In a case of *Street v. The Union Bank of Spain and England*, before Pearson, J., on the 19th ult., a question arose as to the right of a trading firm to prevent another firm from using for a "telegraphic cipher" part of the trade name and address of the first firm. The plaintiffs, Messrs. Street & Jackson, were advertising agents in London. They had an extensive foreign connection. Their correspondents had been in the habit for some years of telegraphing to them in the name of "Street," with the address "London," and nothing more. The defendants in the year 1881 made an arrangement with the Post Office (paying a registration fee) that "Street, London" should be used as a cipher to indicate the name and address of the defendants for telegraphic purposes. Mistakes had in consequence occurred, and telegrams intended for the plaintiffs had been delivered to and opened by the defendants. The plaintiffs claimed an injunction to restrain the defendants from using the expression "Street, London," for telegraphic purposes, and from opening telegrams so directed. PEARSON, J., refused to grant an injunction. He regretted that he was obliged to decide against his inclination. The necessary result of what had happened was that there had been inconvenience to the plaintiffs. They complained that the defendants, who had occasioned that inconvenience, had done that which was unlawful, because they had adopted a name and address which were the plaintiffs' property, and which they alone had the right to use. His lordship could not come to that conclusion. "Street, London," was not the name and address of the plaintiffs' firm; their proper address was Street & Co., Cornhill, London. The inconvenience was not intended in any way to injure the trade of the plaintiffs, nor were the defendants, in using the cipher, using a name which would represent themselves as being Street & Co., of Cornhill, or as carrying on the business of Street & Co. The businesses of the plaintiffs and defendants were so unlike that it was quite impossible that one of them could attempt to take away the business of the other. The court was asked to prevent an inconvenience. Had the court any jurisdiction to interfere in such a case? Was it not a case completely outside the jurisdiction? The defendants had done nothing

unlawful; all they had done was to adopt, by arrangement with the Post Office, that which was not the name and address of the plaintiffs' firm, but a fancy name. If the plaintiffs desired to have their telegrams properly delivered, his lordship thought they ought to use their proper address, and that any one was entitled to adopt for a telegraphic cipher that which was not the proper name and address of any other person. If there were two Smiths in Grosvenor-square, and a telegram was addressed simply "Smith, Grosvenor-square," the person for whom it was intended had no right to complain if it went wrong. He should be going contrary to *Dey v. Brownrigg* (L. R. 10 Ch. D. 234, 23 SOLICITORS' JOURNAL, 101) if he were to grant an injunction. There was no legal injury, but simply a matter of inconvenience.—COUNSEL, Cozens, Q.C., and Seward Brice; Everett, Q.C., and Latham. SOLICITORS, Jackson & Evans; Freshfields & Williams.

COMPANY—REDUCTION OF CAPITAL—CONFIRMATION BY COURT—JURISDICTION—“CAPITAL UNREPRESENTED BY AVAILABLE ASSETS”—DISPENSING WITH ADVERTISEMENT AND USE OF WORDS “AND REDUCED”—DISCRETION OF JUDGE—COMPANIES ACT, 1877, ss. 3, 4—GENERAL ORDER OF MARCH, 1868, rr. 2, 3, 4, 5.—In a case of *In re The London and County Land and Building Company*, before Pearson, J., on the 20th ult., there was a question as to the jurisdiction of the court to confirm a special resolution passed by a company for the reduction of its capital. Section 3 of the Companies Act, 1877, provides that "the word 'capital,' as used in the Companies Act, 1867, shall include paid-up capital; and the power to reduce capital conferred by that Act shall include a power to cancel any lost capital, or any capital unrepresented by available assets, or to pay off any capital which may be in excess of the wants of the company." In the present case the capital of the company was divided into £10 shares. Some of the shares had been paid up in full, and on others £9 per share had been paid. The remaining shares had been issued, but had been forfeited to the company for non-payment of calls. The moneys which had been received by the company in respect of these shares before the forfeiture had been carried to the credit of the profit and loss account, and had been employed partly in paying dividends to the other shareholders. The property of the company (which consisted of land and houses) had become depreciated in value. It was proposed to reduce the nominal capital by writing off the amount of the depreciation, and the amount which had been paid on the forfeited shares, and also a further amount in respect of those shares. The shares were all to be reduced to the nominal value of £6. Those which had been paid up in full were to be called £6 fully-paid shares; those on which £9 had been paid were to be called £6 shares, with £1 paid; and the forfeited shares were to be called £6 shares, and treated as shares which had never been issued, so that they could at any time be re-issued by the company if persons could be found to take them. The question was whether the amount which the company had received on the forfeited shares before the forfeiture was, within the meaning of section 3, "capital unrepresented by available assets." PEARSON, J., held that it was, and he confirmed the resolution for reduction.

As the reduction did "not involve either the diminution of any liability in respect of unpaid capital, or the payment to any shareholder of any paid-up capital," the company had not made use of the words "and reduced," nor had the petition been advertised, and it was not served on anyone. PEARSON, J., dispensed with the addition of the words "and reduced" altogether, and he also dispensed with the advertisement of the petition, though he said that the minute which was to be registered must be advertised. And he said that the minute ought to state the numbers of the different classes of shares. He said that it was clear, from the decision of the Court of Appeal in *In re The Tumbracherry Estates Company* (ante, p. 333), that the court had a discretion as to requiring the petition to be advertised. But he thought that the court ought really to exercise that discretion in each case, and not, as a mere matter of course, to dispense with the advertisement.—COUNSEL, Cozens-Hardy, Q.C., and Chadwick-Healey. SOLICITORS, Dwyer & Leslie.

PRACTICE—NON-COMPLIANCE WITH ORDER FOR DISCOVERY—INCAPACITY OF PLAINTIFF—AMENDMENT—NEXT FRIEND—R. S. C., 1883, ord. 31, r. 21.—In a case of *Lord Cardwell v. Tomlins*, before Bacon, V.C., on the 26th ult., a question arose as to whether the plaintiff, who, after the issuing of the writ, and during the progress of the action, had become unable through ill-health to attend to business, and had, in consequence, not complied with an order for discovery, could be allowed to amend the pleadings by having his brother appointed as his next friend to carry on the action, and make the discovery asked for; or, whether the defendant was entitled to have the action dismissed on account of plaintiff's non-compliance with the order for discovery, under ord. 31, r. 21. Bacon, V.C., held that, inasmuch as the plaintiff was competent at the date of the institution of the action, the action in its origin was well-founded, and, therefore, that the amendment sought by the plaintiff to have a next friend appointed ought to be allowed, and refused the defendant's application to have the action dismissed, but directed that the plaintiff should bear the costs of both applications, as he was asking an indulgence.—COUNSEL, Charles Crowley; Martin, Q.C., and Johnson. SOLICITORS, H. & Clutton; Gregory, Rees & Co., for Pow & Ellis, Wigan.

APPOINTMENT OF NEW TRUSTEES—TRUSTEE RESIDING ABROAD—TAXES ACT, 1880, s. 32.—In the case of *Re Crowley, deceased*, before Chitty, J., on the 28th ult., a petition was presented by the two acting trustees of a will praying that they and one other person should be appointed trustees in the place of themselves and a third trustee, who resides out of the

jurisdiction, and who resisted his removal, and for a vesting order. It appeared that a letter had been sent to the third trustee by the direction of the court, and an answer received from him from Jersey to the effect that he was not in a position to state whether he intended to reside in Jersey permanently, and that he was at the present time holding a situation there which he could surrender by giving seven days' notice, but that if at any time he could see anything in England to better his prospect he was prepared to accept it. The will contained a power of appointment of new trustees by the continuing trustees in the event of any trustee dying or desiring to be discharged or declining to act or becoming incapable. *In re Bignold's Trusts* (20 W. R. 345, L. R. 7 Ch. 223) was cited in support of the petition. Chitty, J., said that, taking into account the circumstances of the case, and especially the answer to the letter, from which it would appear that the absent trustee had some view of a permanent residence in Jersey, he should make the order as asked. To do so would be to follow the case cited, where the Court of Appeal had held that such a case fell within the Trustee Act, 1850, s. 32, which gave the court jurisdiction to appoint new trustees wherever it was expedient.—COUNSEL, *Walter C. Dare; D. L. Alexander; Yates Lee. SOLICITORS, Russell Cooke, for A. Sotheron Estcourt, Newport, Isle of Wight; G. W. Barnard; Lay & Lake.*

MORTMAIN—CHARITABLE TRUSTS—INDEFINITENESS—GIFT OF IMPURE PERSONALITY TO FOUNDED SCHOLARSHIPS IN UNIVERSITY OF CAMBRIDGE—MORTMAIN ACT, s. 4.—In the case of *In re Levitt, deceased, Farmilos v. Levitt*, before Chitty, J., on the 29th ult., it appeared that a testator devised and bequeathed to trustees his general residue upon trust that they should, in their entire and absolute discretion, apply the same for promoting the cause of education, whether in middle-class schools or otherwise, or by founding scholarships in the University of Cambridge, he having entire confidence in the judgment of his trustees, and he directed and declared his intention to be that they should have power to act as they might think would best promote the glory of God and the temporal and personal interests of the young. Amongst the residue was impure personality, and two questions arose, whether the gift, as a whole, was bad (according to the authorities reviewed in *In re Jarman's Estate, Leavers v. Clayton*, 26 W. R. 907, L. R. 8 Ch. D. 587), as being applicable to objects not necessarily charitable; or, if not bad as a whole, whether the impure personality was, under the language of the will, so applicable as to be within the exception created by section 4 of the Mortmain Act in favour of the University of Cambridge, it being contended by the next of kin that there was nothing in the will which constituted the university, either directly or indirectly, a *cestui que trust*, inasmuch as it was open to trustees to found scholarships without consulting the university at all. Chitty, J., said that, on the first question, he was clearly of opinion that the testator intended the gift to be applied to education. He could find nothing in the testator's subsequent directions which could be taken as a qualification of the language previously used by the testator when creating a trust which was clearly charitable. There was, therefore, no confusion between objects charitable and objects not charitable. The gift, therefore, as a whole, was good. As to the second question, it had been established in *Lewis v. Allenby* (18 W. R. 1127, L. R. 10 Eq. 668) that a bequest of residue comprising pure and impure personality to trustees for division among such charities in London or elsewhere in England as they, in their discretion, should think proper, was valid, as the trustees had the power of selecting charities within the exceptions to the Mortmain Act. The only question, therefore, was whether the testator had created any gift at all in favour of the University of Cambridge. He held that the testator had created such a gift. The testator had not said that the scholarships were to be tenable at the university, but to be founded in the university. He had, in fact, made use of the most appropriate words which could be used for the purpose of founding university scholarships. The gift in substance was a trust for the university, and in the formation of a scheme for the application of the gift the university would have a voice. He therefore held that the residuary gift was a valid charitable gift, and that the impure personality was applicable to the foundation of the scholarships—that was to say, if the University of Cambridge accepted the gift. If it did not accept it, the question whether the gift was applicable *ex parte* would arise.—COUNSEL, *Speed; Yates Lee; Stirling. SOLICITORS, Chas. Sutcliffe & Son; Routh, Stacey, & Castle, for Holcroft, Knocke, & Knocke, Sevenoaks; Solicitor to the Treasury.*

SETTLED LAND ACT, 1882, s. 2 (SUB-SECTIONS 5, 10), ss. 37, 58—HEIRLOOMS—CHATELLS DEVOLVING WITH TITLE—INCORPOREAL HEREDITAMENTS—“LAND”—“TENANT FOR LIFE.”—In the case of *In re Sir J. Bissett-Carnac, deceased*, before Chitty, J., on the 30th ult., the question was whether personal chattels, settled so as to devolve with a title of honour, could be sold under the Settled Land Act, 1882, s. 37, which authorizes the court to sanction a sale by the tenant for life of land or chattels settled so as to devolve with land. The heirlooms were massive service of presentation plate, settled by the will of the late Sir James Rivett-Carnac, Bart., so as to devolve with the baronetcy. The trustees raised objections—(1) that the title of baronet, even if annexed to a place, although an incorporeal hereditament, was not an incorporeal hereditament within section 2, sub-section 10, which says that “land shall include incorporeal hereditaments,” for section 2, sub-section 10, should be read as referring to incorporeal hereditaments of a saleable or alienable character; (2) that the holder of a baronetcy not annexed to a place was not a tenant for life for the purposes of the Act within section 2, sub-section 5 (as expanded by section 58), so as to comprise, amongst other limited owners

in possession, tenants in tail), as was apparent from 12 Rep. 81, “Honours and Dignities,” where a resolution of the judges was stated, laying down that such a baronetcy was a fee simple conditional, and not an estate tail within the Statute *De Donis*. Chitty, J., said, with respect to objection (1) that, section 2, sub-section 10, although an interpretation clause, must be treated as an absolute enactment, and as containing no such qualification as sometimes occurred in interpretation clauses of statutes. Moreover, no sufficient reason could be adduced from the other portions of the Act for cutting down the well-known legal meaning of the term “incorporeal hereditaments,” and he did not feel himself at liberty, by implication or otherwise, to introduce any qualification modifying the clear and unambiguous language of section 2, sub-section 10. A consideration of section 37, so far from suggesting any fair ground for restricting the meaning of the term “incorporeal hereditaments,” afforded reasons for giving full effect to the term. Section 37 was an isolated enactment relating to personal chattels in an Act primarily dealing with land, and was inserted to remedy the mischief illustrated by the case of *D'Eyncourt v. Gregory* (25 W. R. 6, L. R. 3 Ch. D. 635), where it was held that the court had no jurisdiction under the Leases and Sales of Settled Estates Acts, or otherwise, to order a sale of heirlooms, however advantageous, but could only give liberty to apply for a private Act of Parliament—a course which involved great expense. In his opinion, the mischief was the same whether the chattels were made by the settlor to devolve with land or with a dignity. The sanction of the court was also, in either case, requisite as a protection against a sale unjustified by circumstances. It had been said that, if section 2, sub-section 10, was treated as including all incorporeal hereditaments without distinction, the enactment would operate as enabling dignities to be sold. The answer was obvious. The Act only conferred on tenants for life and other limited owners a power of sale and other powers possessed by absolute owners, and did not render saleable or alienable any possession which was not saleable or alienable. In his opinion titles of honour if incorporeal hereditaments were “land” within section 2, sub-section 10. As to objection (2), the distinction found in 12 Rep. 81, was a mere matter of opinion and not a judicial decision. Its authority had been overruled in *R. v. Knollys* (1 Raym. 10), and *Earl Ferrer's case* (2 Eden. 373), which latter case settled the law that hereditary titles, whether annexed to a place or not, were within the Statute *De Donis*. He, therefore, held that the court had, under the Settled Land Act, 1882, jurisdiction to authorize a sale of heirlooms devolving with a dignity irrespective of the circumstance that the dignity was not annexed to a place; and being of opinion that the case before the court was a proper one for the exercise of the jurisdiction, he sanctioned the sale of the plate.—COUNSEL, *Macnaghten, Q.C., and E. B. Michell; J. G. Wood. SOLICITORS, H. A. Graham; A. F. & R. W. Tweedie.*

LANDLORD AND TENANT—DISTRESS FOR RENT—ENTERING HOUSE BY OPEN WINDOW—RAISING THE WINDOW HIGHER—ILLEGALITY.—In the case of *Crabbes v. Robinson*, in which judgment was delivered by the Divisional Court on the 30th ult., the claim was for damages for an illegal distress under the following circumstances:—The plaintiff was tenant to the defendant of a certain house, and, the rent being in arrear, the defendant employed a bailiff to distrain for it. The bailiff found the front door bolted, but found the kitchen window about seven inches open from the bottom, and raised it a little higher in order to enable him to enter by it, and so got into the house. He then opened the front door and admitted the broker, and the plaintiff's goods were distrained upon. The plaintiff brought an action against the defendant in the Otley County Court of Yorkshire for an illegal distress in having broken into the house by raising the window higher than it was. The judge gave judgment for the defendant, holding that the entry was not illegal within the decision of *Reed v. Smith* (1 Moody's C. C. 178). The court (FIELD and MANISTY, JJ.), after taking time to consider, affirmed the decision. Upon principle and upon the authorities, the law upon the point stood thus:—That, as regards the door of a house, if it is not locked, a bailiff may raise the latch for the purpose of entering the house to levy a distress; that, as regards a window, if the window is closed, whether fastened or unfastened, a bailiff cannot raise the window to enter the house, and, if he does so, the entry is illegal, and therefore the distress is also illegal; but, if the window is at all open, the bailiff may lawfully raise the window higher in order to enter the house. The bailiff, therefore, in the present case, did not make an illegal entry by breaking into the house, and consequently the distress was not illegal.—COUNSEL, *Morton Smith; Julian Robins. SOLICITORS, Le Riche & Son; H. Ikin.*

PRACTICE—FEE ON ENTERING APPEAL FROM CHAMBERS—ORDER AS TO SUPREME COURT FEES, 1884, SCHEDULE, CLAUSE 52.—In the case of *In re a Solicitor, Ex parte Dudley*, in which judgment was delivered by the Divisional Court (Grove and Denman, JJ.) on the 19th ult., the question was raised as to whether a fee of £2 was chargeable on setting down an appeal from chambers. The appellant, wishing to appeal from an order made at chambers to the Divisional Court, attended at the Rule Office to set down the appeal, when the master demanded a fee of £2 under the Order as to Supreme Court Fees, schedule, clause 52, which the appellant refused to pay. The master accordingly refused to enter the appeal. That order provides that the fees and percentages contained in the schedule thereto shall be taken in the High Court of Justice and in the Court of Appeal. The schedule, clause 52, says:—“On entering or setting down, or re-entering or re-setting down, an appeal to the Court of Appeal, or a cause or matter for trial or hearing in any court in London or Middlesex, or at any assizes, including hearing on further

consideration, when no fee was paid on the original hearing, whether on summons adjourned from chambers or otherwise, and including special case, &c. . . . £2." The appellant applied to the court to order the appeal to be entered for hearing without the payment of the fee. The court, after consulting some of the other judges, held that the fee was not payable in the case of appeals from chambers, the decision in *Ex parte Hasker* (54 L. J. M. C. 94) not applying to such cases, and made the order asked for.—COUNSEL, *Mundy & H. Lynn*. SOLICITOR, *G. D. D. Dudley*, Oxford.

BILL OF SALE—NOT IN ACCORDANCE WITH THE FORM GIVEN IN THE ACT—AGREEMENT TO REPAY WITHIN SEVEN DAYS AFTER DEMAND AFTER A CERTAIN DATE—POWER TO SEIZE AND SELL ON DEFAULT OF SUCH PAYMENT—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. C. 43), ss. 7, 9.—In the case of *Sibley v. Higgs (Taplin, Claimant)*, which came before the Divisional Court (Field and Manisty, J.J.) on the 22nd ult., a question arose as to whether a bill of sale was valid as being in accordance with the form provided by the Bills of Sale Act, 1882. The plaintiff had issued execution against the goods of the defendant upon a judgment obtained against him, when the claimant claimed the goods under a bill of sale given to him by the defendant, dated the 20th of April, 1883. The bill of sale, after reciting that the mortgagor (the defendant) had applied to the mortgagee (the claimant) to become security and guarantee for him in the sum of £65, being an instalment of a composition due by the mortgagor to his creditors, stated that, in consideration of the mortgagee becoming security as aforesaid, the mortgagor assigned to him the goods therein set out as security for the said sum of £65 for which the mortgagee had become liable; that the mortgagor agreed to pay the sum of £65 to his creditors on the 24th of May next; and that if the mortgagor should not pay the said sum on the 24th of May, and the mortgagee should be obliged to pay the same under the guarantee, then the mortgagor should repay to the mortgagee the said sum of £65 within seven days after demand in writing; and that in case of default in payment of the said sum, or any part thereof, the mortgagee should be at liberty to seize and sell the goods. The interpleader issue was tried in the Watford County Court, when judgment was given for the claimant. The court held, on appeal, that the case was covered by the principle of the decision in *Hetherington v. Groome* (33 W. R. 103, L. R. 13 Q. B. D. 789); that the bill of sale was void because it was not in accordance with the form given in the schedule to the Bills of Sale Act, 1882, as the money was to be repaid at any time after the 24th of May within seven days after demand; that therefore there was no stipulated time of payment mentioned in the bill of sale, and there was a power to seize the goods upon default in payment within seven days after such demand.—COUNSEL, *W. E. Ball*; *R. M. Bray*. SOLICITORS, *Bower, Cotton, & Bower*, for *T. J. Broad*, Watford; *W. T. Boydell*.

STATUTE OF LIMITATIONS—ACKNOWLEDGMENT IN WRITING—ACKNOWLEDGMENT AFTER ACTION BROUGHT.—In the case of *The Sittingbourne and Sheerness Railway Company v. Lawson*, which came for further consideration, on the 27th ult., before Lord Coleridge, C.J., a question arose as to whether an acknowledgment in writing of a debt made after action brought is sufficient to take the case out of the Statute of Limitations. The defendant had been employed as solicitor by the plaintiff company, and, after considerable litigation, the accounts as between the company and the defendant were taken in the Chancery Division. The company contended that on the footing of those accounts a large sum was owing from the defendant to them in respect of moneys received on their behalf; and the company, which was in liquidation, brought this action to recover those amounts. The defendant in his pleadings denied that any sum was due from him to the company, and he also set up the Statute of Limitations, the last of the payments having been made to him on account of the company in 1875, and the action having been brought in April, 1883. The plaintiff company relied (amongst other things) upon an admission by the defendant in an answer to interrogatories in the present action that a certain account was correct in which it appeared that a sum was due from him to the company, and contended that this was a sufficient acknowledgment in writing to take the case out of the statute. Lord COLERIDGE, C.J., said that this was an acknowledgment made after the action was brought, and after the plea of the Statute of Limitations had been set up as a defence as well as a plea denying the debt. The defendant was bound to answer the interrogatory in consequence of his plea of never indebted, but at the same time he was still insisting upon his plea of the statute. For these reasons he did not think that the acknowledgment was of such a nature as to take the case out of the statute. His lordship accordingly gave judgment for the defendant.—COUNSEL, *H. Matthews*, Q.C., and *Houghton; Finlay*, Q.C., and *Eyre*. SOLICITORS, *Taylor, Mason, & Taylor*; *H. Palmer*.

BANKRUPTCY CASES.

BANKRUPTCY—COMPOSITION DEED OUT OF COURT—SECRET BARGAIN FOR PREFERENCE TO SOME CREDITORS—RIGHT OF CREDITOR WHO HAS EXECUTED TO AVOID DEED.—In a case of *Ex parte Milner*, before the Court of Appeal, No. 1, on the 19th ult., there was a question as to the right of a creditor who has assented to a composition arrangement between a debtor and his creditors (made out of court) to refuse to be bound by the arrangement, when he discovers that some of the creditors who have assented to the arrangement have been induced to do so by a promise of the debtor, or of a third person with his knowledge, that they shall receive a payment in addition to the composition. The debtor, who was a surgeon, summoned a meeting

of his creditors, and at the meeting a resolution was passed and signed by a number of the creditors "that the debtor enter into a proper deed to secure one-half of his future income for his creditors, undertaking as speedily as possible to pay them a sum equal to 10s. in the pound, the undersigned agreeing to recommend the acceptance of the above; and, further, that if such dividend be paid within eight years, a discharge be given. The terms of the deed to be settled by a committee to be appointed for that purpose." A committee of creditors was appointed, and with their approval a deed was prepared to carry out the proposed arrangement. The deed purported to be made between the debtor, three persons as trustees, and the creditors who would be entitled to prove under an adjudication of bankruptcy against the debtor, founded on a petition filed on the day of the date of the deed, and who should execute the deed. The deed was executed by the debtor, the trustees, and a number of the creditors. By the deed the creditors, in consideration of the covenants therein contained on the part of the debtor, granted him a licence from thenceforth for the term of eight years to exercise his profession, and agreed that they respectively would not, during the continuance of the licence, sue, attach, or molest the debtor, his estate or effects, for or in respect of any debt provable under the deed, and that the deed might be pleaded as a defence to any action or other proceeding by or on behalf of any of the creditors in breach of this covenant. There was a power for the trustees to revoke the licence in certain events, among which were the committing of an act of bankruptcy by the debtor, or a breach of any of his covenants contained in the deed, and upon the revocation of the licence the creditors were to be remitted to their original remedies. The debtor covenanted (*inter alia*) that he would from time to time, during the continuance of the deed, pay to the trustees, or permit them to receive, a moiety of his gross professional earnings, and it was provided that the trustees should apply the moneys coming to their hands (after paying costs and expenses) in paying in full the debts of the debtor provable under the deed, which would be payable in full in bankruptcy, and then in paying a dividend of 10s. in the pound on the other debts, which would be provable in bankruptcy. The surplus was to be paid to the debtor. Each creditor was to prove his debt as in bankruptcy. If, before the end of the eight years, all the debts which would have been payable in full in bankruptcy should have been fully paid, and a dividend of 10s. in the pound should have been paid to the other creditors, the debtor was to be thenceforth absolutely released from the debts provable under the deed. T., one of the creditors who had executed the deed, afterwards served the debtor with a bankruptcy notice in respect of his debt. It appeared that several creditors who had executed the deed after T., had been induced to do so by payments on account of their debts, made to them by the debtor's brother, with the knowledge of the debtor. The debtor applied to the court to set aside the bankruptcy notice, on the ground that T. was bound by the deed. Mr. Registrar Hazlitt refused the application, and the Court of Appeal (BRETT, M.R., and BAGGALLAY and BOWEN, L.J.) affirmed his decision. BRETT, M.R., said that the deed, not having been entered into under any statutory provision, could only bind those creditors who chose to execute it or adopt it in some other way. The respondent was not induced to enter into the deed by any fraudulent representation made to him before he signed it. The question was, what was the effect of such a deed as between the debtor and those creditors who did execute it. It was not denied that, if the deed had been entered into under the provisions of a statute, such a secret bargain with some of the creditors would have made it voidable by every one of the creditors. It was of the very essence of a composition of this kind that all the creditors who came in under it obliged themselves to each other, and the debtor obliged himself to every one of them, that, so far as he was concerned, all of them should come in upon a footing of equality. This was implied in the very nature of the transaction, and if it was carried out by a deed, unless there was something in the deed clearly contrary to it, this became an implied condition of the deed, and, if there was any breach of it, the deed became voidable by every creditor who had executed it. This general principle was applicable to such a deed, whether it was executed under a statutory provision or not. The grounds of the principle were well stated in *Douglash v. Tennent* (15 W. R. 196, L. R. 2 Q. B. 49). One of the grounds was that the creditors would not enter into such an agreement if they did not assume that all who came in under it were to be on a footing of absolute equality. If this was not so, they were deceived, and the case of *Knight v. Hunt* (5 Bing. 432) showed that it was immaterial whether the bribery of some of the creditors was to be carried out at the expense of the debtor himself, or at the expense of a third person with the knowledge of the debtor. If any creditor obtained an advantage from any source, he had broken the faith on which the deed was entered into, and any other creditor was entitled to treat the deed as void. BAGGALLAY, L.J., said that the principle applicable to these deeds did not depend on any Bankruptcy Act, but on the general law. Every creditor who executed such a deed stipulated for good faith between the debtor and the whole body of the creditors. If the execution of the deed by one of the creditors had been obtained by a bribe, that was contrary to good faith. BOWEN, L.J., said that the case must be dealt with on the principles of the common law. An insolvent was entitled to enter into any arrangement he pleased with his creditors, provided that he did not infringe any statute, or the rules of ordinary good faith. In an ordinary case, a composition meant that each creditor agreed to forego a part of his debt, the consent of each creditor who came in under the arrangement being a consideration for the consent of the others. It followed that it was of the very essence of such a transaction that all who took part in it acted on the faith and understanding that they came in on the terms of equality, and that there was no private bargain destroying that equality. If there was a private bargain

that one creditor was not to be dealt with equally, but was to have an advantage, that was a breach of faith which struck at the root of the arrangement and destroyed it.—COUNSEL, *Cooper Willis, Q.C.*, and *F. Cooper Willis; H. Reed. SOLICITORS, Bird & Moore; Ross & Co.*

LEGAL APPOINTMENTS.

MR. KENWYN HOSKINS FRYER, solicitor, of Gloucester, has been appointed a Magistrate for that city. Mr. Fryer was admitted a solicitor in 1838. He was formerly town clerk of Gloucester, and clerk to the county magistrates, and he has since filled the post of mayor of the city.

MR. FREDERICK THOMAS TANQUERAY, solicitor, of Woburn and Ampthill, has been appointed Clerk to the County Magistrates at Leighton Buzzard. Mr. Tanqueray was admitted a solicitor in 1873. He is clerk to the Commissioners of Taxes for the Redlinstock and Flitt Divisions.

MR. WILLIAM ELLERKER HART, barrister, who has been appointed to officiate as a Judge of the High Court of Judicature at Calcutta, is the third son of Mr. William Hart, of Fahian, Donegal, and was born in 1846. He was educated at St. John's College, Cambridge, where he graduated as a junior optime in 1867, and he was called to the bar at the Inner Temple in Easter Term, 1871. He has been for several years chief judge of the Small Cause Court at Bombay.

MR. FREDERICK WOOD, solicitor, of Bristol, Axbridge, and Wrington, has been appointed Clerk to the County Magistrates at Axbridge, and Clerk to the Commissioners of Taxes for the Wrington Division of Somersetshire, on the resignation of his partner, Mr. Charles John Simmons. Mr. Wood was admitted a solicitor in 1879.

MR. RICHARD EVERARD WEBSTER, Q.C., M.P., who has been appointed Attorney-General, is the second son of the late Mr. Thomas Webster, Q.C., and was born in 1842. He was educated at the Charterhouse, and was formerly scholar of Trinity College, Cambridge, where he graduated as a wrangler, and also in the third class of the Classical Tripos in 1865. He was called to the bar at Lincoln's-inn in Easter Term, 1868, and he has practised on the South-Eastern Circuit. He became a Queen's Counsel in 1878. The Attorney-General is a bencher of Lincoln's-inn.

MR. AUGUSTUS KEPPEL STEPHENSON, C.B., Solicitor to the Treasury and Queen's Proctor, has been created a Civil Knight Commander of the Order of the Bath. Sir A. Stephenson is the eldest son of Mr. Henry Frederick Stephenson, and was born in 1827. He was educated at Caius College, Cambridge, where he graduated as a junior optime in 1849. He was called to the bar at Lincoln's-inn, in Hilary Term, 1852, and formerly practised on the Norfolk Circuit. He was for several years recorder of the borough of Bedford, and in 1870 he was appointed Assistant-Solicitor to the Treasury. He acted for some time as Registrar of Friendly Societies, and became Solicitor to the Treasury in 1875, Queen's Proctor in 1877, and Director-General of Public Prosecutions in 1884. He was created a Civil Companion of the Order of the Bath in 1883.

SIR HENRY THURSTAN HOLLAND, Bart., K.C.M.G., M.P., who has been appointed Financial Secretary to the Treasury, is the eldest son of Sir Henry Holland, M.D. He was born in 1825, and succeeded to the baronetcy on his father's death in 1869. He was educated at Harrow and at Trinity College, Cambridge; was called to the bar at the Inner Temple in Michaelmas Term, 1849, and formerly practised on the Northern Circuit. He was secretary to the Common Law Commission, legal adviser to the Colonial Office from 1867 till 1870, and Assistant Under-Secretary of State for the colonies from 1870 till 1874, when he was elected M.P. for Midhurst in the Conservative interest. Sir H. Holland is a bencher of the Inner Temple and a deputy-lieutenant for the county of Middlesex. He was created a Knight Commander of the Order of St. Michael and St. George in 1879.

MR. WILLIAM KAYE, LL.D., Q.C., Assistant Under-Secretary of State for Ireland, has received the Honour of Knighthood. Sir W. Kaye is the son of Mr. George Kaye, of Markethill, Armagh. He was called to the bar in Ireland in 1855, and he became a Queen's Counsel in 1877. He was appointed Assistant Under-Secretary and clerk to the Privy Council in Ireland in 1879. Sir W. Kaye is a magistrate and deputy-lieutenant for the counties of Dublin and Armagh.

MR. JOHN MAYNE COLLES, barrister, has been appointed Secretary to the Lord Chancellor of Ireland. Mr. Colles was called to the bar at Dublin in 1880. He is a member of the Leicester Circuit.

MR. JOHN CURZON MOORE STEVENS, barrister, who has been elected M.P. for North Devonshire in the Conservative interest, is the son of the Ven. John Moore Stevens, Archdeacon of Exeter, and was born in 1818. He was educated at Winchester and at Christ Church, Oxford, and he was called to the bar at the Middle Temple in Hilary Term, 1844. Mr. Stevens is a magistrate and deputy-lieutenant for Devonshire, of which county he was high sheriff in 1870.

MR. CHARLES BEILEY STUART WORTLEY, barrister, M.P., who has been appointed Under-Secretary of State for the Home Department, is the son of the Right Hon. James Archibald Stuart Wortley, Q.C., Recorder of London, and was born in 1851. He was educated at Rugby and at Balliol College, Oxford, where he graduated second class in jurisprudence in 1874. He was called to the bar at the Inner Temple in January, 1876, and he has practised on the North-Eastern Circuit, and at the West Riding, Leeds, and Sheffield Sessions. Mr. Wortley was secretary to the

Royal Commission on the Sale of Benefices, and he has been M.P. for Sheffield in the Conservative interest since April, 1880.

MR. HUGH HOLMES, Q.C., who has been appointed Attorney-General and a Privy Councillor for Ireland, and has been elected M.P. for the University of Dublin in the Conservative interest, was educated at Trinity College, Dublin. He was called to the bar in Ireland in 1865, and he became a Queen's Counsel in 1877. He was Solicitor-General for Ireland from 1878 till 1880, and he was elected a bencher of the King's Inns in 1879.

MR. JOHN MONROE, Q.C., who has been appointed Solicitor-General for Ireland, is an M.A. of the Queen's University in Ireland. He was called to the bar at Dublin in 1863, and he became a Queen's Counsel in 1877. He has practised on the North-East Circuit, and he was Legal Adviser to the Lord-Lieutenant of Ireland from 1878 till 1880.

MR. W. H. HERBERT, of 10, Cork-street, Burlington-gardens, W., solicitor, has been elected Master of the Worshipful Company of Farriers of London for the ensuing year.

MR. PHILIP S. LEVY, solicitor, of Harrington-chambers, 24, North John-street, Liverpool, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

DISSOLUTIONS OF PARTNERSHIPS, &c.

WILLIAM BRADLEY and JOSEPH HENRY JONES, solicitors (Bradley & Jones), Cardiff. May 30.

ROBERT BATTESON DIXON BRADSHAW and SOUTHCOTE MICHAEL STEPHEN TOWNSEND, solicitors (Bradshaw & Townsend), Barrow-in-Furness. May 15.

PHILIP SAMUEL LEVY and JAMES DOWLING, solicitors (Levy & Dowling), Liverpool. June 24.

WILLIAM BARNES TARRANT and HENRY PERCEVAL MACKRELL, solicitors (Tarrant & Mackrell), 2, Bond-court, Walbrook, London. June 24. The business will in future be carried on under the same style or firm by the said Henry Perceval Mackrell.

[*Gazette*, June 26.]

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors held at the hall of the Incorporated Law Society, on Thursday, July 2, the following being present—viz., Mr. Boodle (chairman), and Messrs. Desborough, jun., Hedger, Nisbet, Smith, Styan, Spencer Whitehead, and A. B. Carpenter (secretary), grants of £40 were made to widows of non-members, and £25 to a member, and the ordinary general business was transacted.

NEW ORDERS, &c.

BANKRUPTCY ACT, 1883.

ORDER AN TO FEES AND PER-CENTAGES.

I, THE RIGHT HONOURABLE ROUNDELL, EARL OF SELBORNE, Lord High Chancellor of Great Britain, Do, by virtue of the powers vested in me by the Bankruptcy Act, 1883, prescribe that the fees and percentages in the scale hereto annexed shall, from and after the first day of July, 1885, be the fees and per-centages to be charged for or in respect of proceedings under the said Act, and shall be taken in any Court having jurisdiction in Bankruptcy and in any office connected with any such Court, and in the Board of Trade and any office connected therewith, and by any officer paid wholly or partly out of public money attached to any such Court or to the Board of Trade.

SELBORNE, C.

Dated the 15th day of June, 1885.

SCALE OF FEES AND PER-CENTAGES.

TABLE A.

	Amount.
Every declaration by a debtor of inability to pay his debts	0 5 0
Every bankruptcy notice	0 5 0
Every bankruptcy petition	5 0 0
Every bond with sureties	0 10 0
Every affidavit filed, other than proof of debts	0 2 0
Every subpoena or summons under section 27, not exceeding three persons	0 5 0
For taking an affidavit or an affirmation, or attestation, upon honour in lieu of an affidavit or a declaration, except for proof of debts, for each person making the same	0 1 6
And in addition thereto for each exhibit therein referred to and required to be marked	0 1 0
On every proof of debt above £2	0 1 0
For every witness sworn and examined by an officer of the Court or Board of Trade in his office, unless otherwise provided, including oath, for each hour or part of an hour	0 10 0

For an examination of witnesses by any such officer away from the office (in addition to reasonable travelling and other expenses) per day	3 0 0	For the official receiver acting as interim receiver of the property of a debtor under section 10 in addition to the percentage chargeable on realizations:—	£ s. d.
Every petition under section 125 and every order of administration under section 125 (4) of the Act	5 0 0	Where the order for an interim receiver is in force for less than fourteen days	3 0 0
Every special proxy or voting paper	0 0 1	Where the order is in force for a longer period	5 0 0
Every receiving order under section 103 of the Act	5 0 0	These fees are to be payable by the creditor making the application, and not to be paid where a receiving order follows upon the bankruptcy petition in respect of which the order for an interim receiver has been made.	
Every application for an order of discharge, including expense of Gazetteer	1 10 0	On every payment under section 162 of money out of the bankruptcy estates account three pence on each pound or fraction of a pound to be charged as follows:—	
And for each creditor to be notified	0 1 0	Where the money consists of unclaimed dividends, on each dividend paid out:	
Every application to the Court under sections 18 and 23 to approve a scheme, a fee computed at the following rates on the gross amount of the estimated assets—viz., £1 on the first £100 or fraction of £100, and 5s. on each £25 or fraction of £25 above £100 up to £5,000, and 2s. 6d. on each £25 or fraction of £25 above that amount.	—	Where the money consists of undistributed funds or balances, on the amount paid out.	£ s. d.
Every application to the court under sections 18 and 23 to approve a composition, a fee computed at the following rates on the gross amount of the composition—viz., £1 on the first £100 or fraction of £100, and 5s. on each £25 or fraction of £25 above £100 up to £5,000, and 2s. 6d. on each £25 or fraction of £25 above that amount.	—	For each notice to a creditor of a meeting	0 1 0
Every application for search other than by petitioner, trustee, bankrupt, or officer of the Court	0 1 0	For each notice to a creditor of an adjourned meeting	0 0 6
Every application to the Court, except by the official receiver	0 5 0	Room for meeting or adjourned meeting of creditors summoned by official receiver, for each creditor to whom notice has been given of such meeting	0 1 0
Every office copy, each folio of 72 words	0 0 4	Travelling, keeping possession, and other reasonable expenses of official receiver, the amount disbursed.	
On every record of trial	5 0 0	For official stationery, books, and forms, each estate, for every fifty creditors, or less	1 0 0

TABLE B.

	£ s. d.
Every application to an official receiver to appoint a special manager	0 5 0
Every application by a committee of inspection to the Board of Trade for a local banking account	1 0 0
Every order of the Board of Trade for a local banking account	2 0 0

On one copy of the cash book, showing assets realized, forwarded for audit by the official receiver or trustee to the Board of Trade, a fee according to the following scale on the gross amount of the assets realized and brought to credit, viz.: £1 on the first £100 or fraction of £100, and 5s. on each £25 or fraction of £25 above £100 up to £5,000, and 2s. 6d. on each £25 or fraction of £25 above that amount. Provided that, where a fee has been taken on an application under sections 18 or 23, the amount thereof shall be deducted from this fee.

Every application under section 162 to the Board of Trade for payment of money out of the bankruptcy estates account, 2s. 6d.

TABLE C.

	£ s. d.
High Bailiff attending Court, each sitting	0 2 0
Serving every bankruptcy notice, bankruptcy petition, or subpoena within two miles, including affidavit of service	0 3 6
Executing every warrant of seizure, or search warrant, or warrant of apprehension, or order of commitment within two miles of Court	0 10 0
Keeping possession under a warrant, for each day the man is actually in possession; including affidavit of possession being actually kept	0 4 6
(not less than 3s. 6d. of the above sum is to be paid to the man in possession, and his receipt produced.)	
High Bailiff's, or (in the London Bankruptcy District) officer's, man, travelling to place of possession, or to execute a warrant or order of commitment, or to serve a summons or subpoena, or for any other purpose specially directed by the Court, per mile	0 0 5
His time, per day, where distance exceeds 10 miles	0 4 6
His expenses, per day	0 4 6
If High Bailiff of a County Court or bankruptcy officer of Supreme Court directed by the Court personally to travel, per mile	0 0 7
If High Bailiff of a County Court or bankruptcy officer of Supreme Court directed by the Court personally to travel, his time, per day	0 10 0
If High Bailiff of a County Court or bankruptcy officer of Supreme Court directed by the Court personally to travel, his expenses, per day	0 10 0

TABLE D.

On the net assets realized or brought to credit by the official receiver, whether acting as receiver, or trustee, or by any trustee appointed by the Board of Trade under section 21 after deducting any sums paid to secured creditors in respect of their securities and not being assets received and spent in carrying on the business of the debtor, a percentage according to the following scale:—

On the first £500 or fraction thereof	£6 per cent.
" next £500	£5 "
" £2,000	£4 "
" £2,000	£3 "
" £5,000	£2 "
Above £10,000	£1 "

For the official receiver acting as interim receiver of the property of a debtor under section 10 in addition to the percentage chargeable on realizations:—	£ s. d.
Where the order for an interim receiver is in force for less than fourteen days	3 0 0
Where the order is in force for a longer period	5 0 0
These fees are to be payable by the creditor making the application, and not to be paid where a receiving order follows upon the bankruptcy petition in respect of which the order for an interim receiver has been made.	
On every payment under section 162 of money out of the bankruptcy estates account three pence on each pound or fraction of a pound to be charged as follows:—	
Where the money consists of unclaimed dividends, on each dividend paid out:	
Where the money consists of undistributed funds or balances, on the amount paid out.	£ s. d.
For each notice to a creditor of a meeting	0 1 0
For each notice to a creditor of an adjourned meeting	0 0 6
Room for meeting or adjourned meeting of creditors summoned by official receiver, for each creditor to whom notice has been given of such meeting	0 1 0
Travelling, keeping possession, and other reasonable expenses of official receiver, the amount disbursed.	
For official stationery, books, and forms, each estate, for every fifty creditors, or less	1 0 0

TABLE E.

For every order of administration under section 122, two shillings in the pound on the total amount of the debts scheduled from time to time, excluding any fraction of a pound in such total.

TABLE F.

The fees and allowances payable on proceedings had after the first day of July, 1885, in respect of any matter which was pending in any Court having jurisdiction in bankruptcy on the thirty-first day of December, 1883, shall be the same as if those proceedings had been taken before such last-mentioned day, and shall be applied to the same purposes: Provided that where the official receiver acts as trustee under the provisions of sections 159, 160, and 161, the fees payable shall be:—

(1.) For realizations by him, the same scale as in realizations under Table D.;

(2.) For distribution:—
On amounts not exceeding £1,000 Two per cent.
above £1,000 One "

The official receiver shall also be allowed all proper out of pocket expenses. Where he executes any conveyance or transacts any legal or other business at the instance of third parties, the parties interested shall be required to pay for his time occupied and for that of his clerks according to such scale as the Board of Trade may from time to time prescribe, and to pay all legal or other necessary expenses incurred by him.

We, the undersigned Lords Commissioners of her Majesty's Treasury, do hereby sanction the foregoing scales of fees and per-centages, and do direct that the fees to be taken by stamps shall be those mentioned in Tables A. and B., and that the fees mentioned in Tables C., D., E., and F. shall be taken in money, except that such of the fees and allowances referred to in Table F. as have hitherto been taken by stamps shall continue to be taken by stamps; the stamps to be used shall be Bankruptcy fee stamps, with the exception of the penny stamp on every special proxy or voting paper, which may be a Postage and Inland Revenue stamp.

And we further direct that wherever practicable the stamp shall be affixed or the money paid in respect of every fee mentioned in Tables A., B., C., D., and F., before the proceeding is had in respect of which the fee is payable, and that the charge to be made by the *London Gazette* for the insertion of each notice authorized by the Act or Rules shall be five shillings.

HUGH C. E. CHILDERS.
HERBERT J. GLADSTONE.

ORDER AS TO STAMPS.

ORDER as to the Fees and Per-Centages which are required to be taken for Bankruptcy Proceedings in the High Court of Justice and Court of Appeal by means of stamps, amending the previous Order on the same subject, published in the supplement to the *London Gazette* of the 28th December, 1883.

Whereas by section three of the Public Offices Fees Act, 1879, it is provided that the Treasury may from time to time make and when made, revoke, alter, and add to, regulations for all or any of the following purposes respecting fees in any Public Office, that is to say:—

- (1.) Regulating the manner in which the fees taken in money are to be taken, accounted for, and paid over.
- (2.) Determining the use of impressed or adhesive stamps, and the mode of cancellation of adhesive stamps.
- (3.) Regulating the use of stamps and prescribing the application thereof to documents from time to time in use, and requiring documents to be used for the purpose of such stamps.

Provided that so far as they relate to the office of any Court of Law, they shall be made with the consent of the Lord Chancellor.

Now we, the undersigned, being two of the Lords of Her Majesty's Treasury, do, with the concurrence of the Lord Chancellor, hereby give notice and order and direct:—

That from and after the first day of July, 1885, in lieu of any regula-

tions on the subject heretofore in force, the stamps used for denoting the fees and percentages described in the schedule hereto subjoined shall, so far as they are payable in regard to proceedings in the High Court of Justice and Court of Appeal, be of the character and be applied and otherwise dealt with as prescribed by such schedule. And we do further enjoin that this Order shall be binding on all Courts, Officers, and persons whom such regulations may in any way affect.

The adhesive stamp herein referred to shall be of the description overprinted with the word "Bankruptcy," except where otherwise provided. They shall be cancelled by the various Court or other officials by perforation or in such manner as the Commissioners of Inland Revenue may from time to time direct. The impressed stamps also shall be of such character as the said Commissioners may adopt for the purpose.

The official forms with impressed or adhesive stamps (as the case may be) required in respect of any proceedings herein referred to may be obtained at the Inland Revenue Offices, Royal Courts of Justice. Persons may, however, in addition have their own forms stamped at that office or at the corresponding office at Somerset House.

The SCHEDULE above referred to.

	Document to be Stamped.	Character of Stamp to be used.	Regulations and Observations.
Every declaration by a debtor of inability to pay his debts	Declaration	Impressed	
Every bankruptcy notice	Notice	Impressed	
Every bankruptcy petition	Petition	Impressed	
Every bond with sureties	Bond	Impressed	
Every affidavit filed other than proof of debts	Affidavit	Impressed or adhesive	
Every subpoena or summons under section 27	Subpoena or summons	Impressed	
For taking an affidavit or an affirmation, or attestation upon honour, in lieu of an affidavit or a declaration, except for proof of debts; and in addition thereto for each exhibit therein referred to	Affidavit	Impressed or adhesive	
Every proof of debt above £2	Proof	Impressed or adhesive	
For every witness sworn and examined by an officer of the Court or Board of Trade in his office	Application or examination	Impressed or adhesive	
For an examination of witnesses by any such officer away from the office	Application or examination	Impressed or adhesive	
Every petition under section 125 of the Act, and every order of administration under section 125 (4)	Petition or order	Impressed	
Every special proxy or voting paper	Proxy or voting paper	Impressed or adhesive	A Postage or Inland Revenue stamp may be used
Every receiving order under section 103 of the Act	Order	Impressed	
Every application for an order of discharge	Application	Impressed	
And for each creditor to be notified	Application	Adhesive except where number exceeds 20	
Every application to the Court under sections 18 and 23 to approve a scheme	Application	Impressed	
Every application to the Court under sections 18 and 23 to approve a composition	Application	Impressed	
Every application for search other than by petitioner, trustee, bankrupt, or officer of the Court	Search	Impressed	
Every application to the Court, except by the Official Receiver	Application	Impressed	
Every office copy	Office copy	Impressed or adhesive	
Every record of trial	Record	Impressed	
Every allocatur by any officer of the Court for any costs, charges, or disbursements	Allocatur	Impressed or adhesive	

HUGH C. E. CHILDERS,
HERBERT J. GLADSTONE,

Two of the Lords of Her Majesty's Treasury.

Dated the 15th day of June, 1885.

I concur in this Order,

SELBORNE, C.

OBITUARY.

SIR WILLIAM ROBERT SEYMOUR VESEY FITZGERALD, G.C.S.I.

The Right Hon. Sir William Robert Seymour Vesey Fitzgerald, G.C.S.I., Chief Commissioner of Charities, died at 29, Warwick-square on the 28th ult. Sir Seymour Fitzgerald was the son of the second Lord Fitzgerald and Vesey. He was born in 1817, and was educated at Oriel College, Oxford. He obtained the Newdegate Prize for English Verse in 1835, and graduated second class in classics and third class in mathematics in 1837. He was called to the bar at Lincoln's-inn in Hilary Term, 1839, and formerly practised on the Northern Circuit. He was elected M.P. for Horsham in the Conservative interest in 1848, but was afterwards unseated on petition; but he was again returned for that borough. He held the office of Under-Secretary of State for Foreign Affairs (in the Earl of Derby's second Government) from February, 1858, till June, 1859, and in that capacity he rendered valuable service in improving the passport system. He lost his seat in 1865, and in the following year he was appointed Governor of Bombay, and was sworn in a Privy Councillor. He was created a Knight Grand Cross of the Order of the Star of India in 1866, and returned to England in 1872. In 1874 he was returned for Horsham for the third time, but retired from Parliamentary life in the following year on being appointed Chief Commissioner of Charities. Sir S. Fitzgerald was married, in 1817, to the daughter of Dr. Edward Seymour, but he became a widower in 1865.

MR. LEWIS VINCENT SHIRLEY.

Mr. Lewis Vincent Shirley, solicitor, of Cardiff, died on the 23rd ult. Mr. Shirley was born in 1828. He was admitted a solicitor in 1859, and had since practised at Cardiff. He was for many years in partnership with Mr. William Charles Luard, who was registrar of the Diocese of Llandaff and county treasurer for Glamorganshire, and who died only a few months ago. Mr. Shirley was a perpetual commissioner, and he had an important private practice. He was for twenty-five years solicitor and agent for the Marquis of Bute's Welsh estates. He was the principal Conservative agent for the borough of Cardiff. Mr. Shirley was buried in Llandaff Cathedral on the 27th ult. His eldest son, Mr. Lewis James Shirley, was admitted a solicitor in 1883.

SIR ADOLPHUS LIDDELL, K.C.B., Q.C.

The Hon. Sir Adolphus Frederick Octavius Liddell, K.C.B., Q.C., Under-Secretary of State for the Home Department, died on the 25th ult., in his sixty-seventh year. Sir A. Liddell was the youngest son of the first Lord Ravensworth, and was born in 1818. He was educated at Eton, and at Christ Church, Oxford, where he graduated third class in classics in 1838, and he was afterwards elected a fellow of All Souls College. He was called to the bar at the Inner Temple, in Hilary Term, 1844, and practised for many years on the Northern Circuit. He became a Queen's Counsel in 1861. In 1867 he was appointed Permanent Under-Secretary of State for the Home Department, and he held that office till his death. He was created a Civil Knight Commander of the Order of the Bath in 1880. Sir A. Liddell was a bencher of the Inner Temple, of which society he was treasurer in 1875, and a deputy-lieutenant for the county of Durham. He was married, in 1843, to the youngest daughter of Mr. George Lane-Fox, of Bramham, Yorkshire, but he had been for many years a widower. His only son, Mr. Adolphus George Charles Liddell, was called to the bar at the Inner Temple in Trinity Term, 1872, and is a member of the North-Eastern Circuit.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 25.—*Royal Assent.*

The Royal assent was given by Commission to the following Bills:—Princess Beatrice Annuity; Public Health and Local Government Conferences; Redistribution of Seats; Burial Boards (Contested Elections); Liverpool Grain Storage and Transit Company, Limited (Delivery Warrants); Central Argentine Railway Company (Limited); Fulwood Local Board; Albert Palace; Liverpool and Birkenhead Subway (Extension of Time); Elham Valley Railway; North Cornwall Railway; Airdrie Burgh Extension; Coatbridge Burgh; Maidstone Waterworks; Oswestry (Corporation) Water and Markets; Dore and Chinley Railway; East London Railway; Lincoln Corporation Gas Purchase; Barrington's Hospital Amendment; Llangammarch and Neath and Brecon Junction Railway; London Riverside Fish Market; Woking Water and Gas; Liverpool Cathedral; Ward's City of London School for Girls; Southport and Cheshire Lines Extension Railway; Isle of Axholme Railway; and several Provisional Orders Confirmation Bills.

Bill Read a Second Time.

Friendly Societies Act (1875) Amendment.

Bill in Committee.

Yorkshire Registries.

Bills Read a Third Time.

PRIVATE BILLS.—Cart Navigation; London, Brighton, and South Coast Railway; Lancashire and Yorkshire Railway; East Indian Unclaimed Stocks.

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June 26.—*Bills Read a Third Time.*

PRIVATE BILLS.—Evesham, Redditch, and Stratford-upon-Avon Junction Railway; Midland Railway (Additional Powers); London and North-Western Railway; Selby and Mid-Yorkshire Union Railway; Metropolitan Railway.

HOUSE OF COMMONS.

June 24.—*Bills Read a Second Time.*

PRIVATE BILL.—Hebburn Quay and Landing Place.

Bills Read a Third Time.

PRIVATE BILLS.—Canada North-West Land Company; Longton Corporation; Northern Railway of Buenos Ayres Company; Corporation of London Tower Bridge.

June 25.—*Bills Read a Third Time.*

PRIVATE BILL.—Sunderland Corporation.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	MR. JUSTICE KAY.
MON., JULY 6	MR. PEMBERTON	MR. CLOWES	MR. PUGH	MR. WARD
TUESDAY ... 7	WARD	KOE	LAVIE	PEMBERTON
WED. ... 8	KOE	CLOWES	PUGH	WARD
THURSDAY ... 9	CLOWES	KOE	LAVIE	PEMBERTON
FRIDAY ... 10	CARRINGTON	CLOWES	PUGH	WARD
SATURDAY ... 11	JACKSON	KOE	LAVIE	PEMBERTON
	MR. JUSTICE CHITTY.	MR. JUSTICE NORTH.	MR. JUSTICE PEARSON.	
MONDAY, JULY ... 6	MR. JACKSON	MR. BEAL	MR. KING	
TUESDAY ... 7	CARRINGTON	LEACH	FARRER	
WEDNESDAY ... 8	JACKSON	BEAL	KING	
THURSDAY ... 9	CARRINGTON	LEACH	FARRER	
FRIDAY ... 10	JACKSON	BEAL	KING	
SATURDAY ... 11	CARRINGTON	LEACH	FARRER	

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

Trinity Sittings, 1885.—Addenda to Crown Paper.
 Derbyshire, Alfreton—Breedon v The Butterley Co
 Gloucestershire, Bristol—Wall v The Mayor, &c, of Bristol and ors
 Met Pol Dist.—Perkins and Homer v Gingell
 Derbyshire—Eley v Lytle
 Kent, Bromley—Wootton v Lawrence
 Middlesex, Central Criminal Court—The Queen v Cruikshank
 Bedfordshire, Luton—Kelly and Wife v Pike
 Liverpool—The Queen v Aspinall, Esq., Recorder, &c, and anr (de 15, Limekiln-lane)
 Same—Same v Same (de 27, &c, Limekiln-lane)
 Same—Same v Same (de 50, &c, Summer Seat)
 Same—Same v Same (de 71, &c, Gildart's-gardens)
 Yorkshire, Leeds—The Queen v Registrar of County Court of Yorkshire holden at Leeds and Copping
 Middlesex, Central Criminal Court—The Queen v Legg
 Berkshire—The Queen v Inhabitants of Parish of Steventon and ors
 Hampshire, Petersfield—Prior v L. and S. W. Ry. Co
 Dorsetshire—Guardians of Dorchester Union v Guardians of Weymouth Union
 Glamorganshire, Pontypridd—Wales v Thomas
 Essex, West Ham—Hedges & Son v London and St Katherine Docks Co
 Lincolnshire, Bower—Hemstock and ors v Hunt and ors
 Derby—Whitaker v Derby Urban Sanitary Authority
 Bolton—Smith v Butler
 Lancashire, Ashton-under-Lyne and Stalybridge—Tomlinson v Ashworth, Hadwen & Co
 Staffordshire, Newcastle-under-Lyme—Brown and ors v Butterley Coal and Iron Co and ors
 Cambridgeshire, March—Woolerson v Stimpson
 Lancashire, Liverpool—Welch v L. and N. W. Ry. Co
 Suffolk, Mildenhall—Smith & Oliver v Soames (Kirkwood and ors claimants)
 Middlesex—Bettesworth Allingham
 Yorkshire, W. R.—Dewsbury, &c Waterworks v Penistone Union
 Derby—Hall v Urban Sanitary Authority of Derby
 Middlesex, Clerkenwell—Preece v Gilling (Hepworth claimant)
 Surrey, Southwark—Grogan v London and Manchester Insurance Co
 Glamorganshire—The Queen v Gibbon and ors J. &c and anr
 Yorkshire, Leeds—Cooke v Boggett
 Essex, Rochford and Southend—Perry v Clark
 Met. Pol. Dist.—Bewes v Wond

Tuesday's *Gazette* announces that the Queen has directed Letters Patent to be passed under the Great Seal, granting the dignity of a Baron of the United Kingdom to Sir Hardinge Stanley Giffard, and to the heirs male of his body, by the title of Baron Halsbury, of Halsbury, in the county of Devon.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAPAGO, LIMITED.—Petition for winding up, presented June 19, directed to be heard before Kay, J., on July 4. Rosenthal, Holdorn viaduct, solicitor for the petitioners

STEAMSHIP "SARA" COMPANY, LIMITED.—Petition for winding up, presented June 20, directed to be heard before Bacon, V.C., on Saturday, July 4. Ingledew and Co, Fenchurch st, solicitors for the petitioners

[*Gazette*, June 26.]
 CASTLE EDEN STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented June 27, directed to be heard before Bacon, V.C., on July 11. Bircham and Co, Austin Friars, solicitors for the petitioners

CORPORATION OF SOUTH AUSTRALIAN COPPER MINES, LIMITED.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Henry Kendriek, 10, Pancras lane. Saturday, Nov. 14, at 11, is appointed for hearing and adjudicating upon the debts and claims

GAIETY THEATRE COMPANY, LIMITED.—By an order made by Pearson, J., dated June 20, it was ordered that the company be wound up. Goldring, White Lion st, solicitor for the petitioner

HAMMOND ELECTRIC LIGHT AND POWER SUPPLY COMPANY, LIMITED.—By an order made by Kay, J., dated June 20, it was ordered that the voluntary winding up of the company be continued. Bompas and Co, Great Winchester st, solicitors for the petitioner

MEXICAN SILVER SYNDICATE, LIMITED.—By an order made by Bacon, V.C., dated June 13, it was ordered that the syndicate be wound up. Thomas and Hick, Cannon st, solicitors for the petitioning creditors

STEEP GRADE TRAMWAYS AND WORKS COMPANY, LIMITED.—Petition for winding up, presented June 27, directed to be heard before Pearson, J., on July 11. Webb and Co, Queen Victoria st, solicitors for the petitioners

[*Gazette*, June 30.]

FRIENDLY SOCIETIES DISSOLVED.

CLAVERLEY UNION SOCIETY, King's Arms, Claverley, Salop. June 19
 [Gazette, June 26.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

BOLES, REV JAMES THOMAS, Ryall Court, Exmouth. Aug 1. Stamp and Son, Honiton
 CARTER, JAMES, sen, Walsall, Stafford, Yeoman. July 21. Parker Rhodes, Rotherham
 CROSBY, SAMUEL, Aston juxta Birmingham, Gent. July 31. Holden, Birmingham
 CULLIS, MARIA, Leamington, Warwick. Aug 1. Coode and Co, Bedford row
 GARDNER, JAMES WILLIAM GRANT, Rusholme, Manchester. Aug 1. Bond and Son, Manchester
 HARGRAVE, HENRY, Manchester, Commission Agent. July 28. Addleshaw and Warburton, Manchester
 HARRIS, WILLIAM, Redruth, Cornwall, Merchant. July 31. Paige and Co, Redruth
 HART, THOMAS, Burghley villas, Finchley. July 16. Hart, Croydon
 HARTLEY, JOSEPH, Commutation row, Grocer. July 31. Bremner and Co, Liverpool
 HOLT, RUTH, Rippenden, Halifax. July 31. Bell, Rippenden
 LANGFORD, EDWARD HENRY, Marksbury, Somersetshire. July 25. Darley and Cumberland, John st, Bedford row
 MANLEY, JAMES, St Mary, Devon, Miller. Aug 1. Stamp and Son, Honiton
 MICAH, THOMAS, Gravesend, Kent, Tailor. July 31. Tolhurst and Co, Gravesend
 PARSONS, ELIZABETH, Bath, July 31. Little, Bath
 PRODRIDGE, EDWARD, Eastbourne, Builder. Aug 1. Kirkland, Fastbourne
 PUTTOCK, ALFRED, Westham, Sussex, Innkeeper. Aug 1. Kirkland, Eastbourne
 RAWSON, GEORGE EDWARD, Leamington Priors, Warwick, Esq. July 31. Field and Sons, Leamington
 RICHARDS, BRINLEY, St Mary Abbots terr, Kensington. July 31. Marshall, Theobald's rd, Gray's inn
 SEFTON, WILLIAM FREDERICK, President st, Goswell rd, Letter Sorter. July 10. Romain, Bishopsgate st Without
 STANTON, SOPHIA, Cambridge terr, Holloway rd. June 23. Stanton, Caledonian rd
 THOMPSON, JOHN, Merton, York, Farmer. Sept 1. Cobb, York
 WILSON, ROBERT, York, Gent. Sept 1. Cobb, York

[*Gazette*, June 23.]

BECK, LEWIS HENRY, Grosvenor rd, Highbury, Gent. Aug 21. Solomon, Finsbury-pavement
 CHADDETON, JOSEPH, Ashton-under-Lyne, Silk Manufacturer. Aug 21. Clayton and Wilson, Ashton-under-Lyne
 CHICHESTER, AGNES, Malvern, Worcester. Aug 1. Robinson and Wilkins, King's Arms-yard
 CLARKSON, MARY ANN, Leeds, Mineral Water Manufacturer. Aug 1. Simpson, Leeds
 DAWKINS, DANIEL, Marpate, Esq. July 31. Page, Newington Butts
 HAFFENDEN, THOMAS, Brighton, Brick Merchant. July 31. Stevens and Sons, Brighton
 HOLLOWELL, WILLIAM, Chesterfield, Cab Proprietor. July 20. Gratton and Marsden, Chesterfield
 JENKIN, JERKIN, Blackman st, Borough, Egg Merchant. July 30. Jones, Quality ct, Chancery lane
 MAJOR, SUSANNA, Whitechurch, Oxford. July 31. Nicholls, Lincoln's inn fields
 McMANUS, ELLEN, Liverpool, July 24. Gregory and Leslie, Liverpool
 PARTRIDGE, ELIZABETH, Kentish Town rd. July 2. Stretton, Leicester
 PICKERING, JANE, Olney, Buckingham. July 2. Walker, Northampton
 RIDGE, ROBERT HILTON, Mansfield, Nottingham, Gent. July 31. Matby, Mansfield
 ROBERTSON, SOPHIA, Bath. Aug 1. Bayley and Co, Potters'-fields, Tooley st
 SIMPSON, JOSEPH, Rochdale, Lancaster. July 31. Thomas Worth, Rochdale
 SMITH, FRANCES AMELIA, Park pl, Regent's park. Aug 10. Hughes and Co, New Broad st
 STANFORD, MARY, Guildford, Surrey. Aug 6. Potter and Grundwell, Farnham
 STRICKLAND, ELIZABETH, Bath. July 31. Stone and Co, Bath
 TAYLOR, ANN, Duffield, Derby. July 31. Field and Sons, Leamington
 TERRY, EDMUND, Eland rd, Wandsworth, Gent. July 1. Allen and Sons, Carlisle st, Soho sq
 TURNER, ALFRED, Walthamstow, Essex, Farmer. Aug 10. Wragg, Great St. Helen's
 VICA, ELIZABETH, Elton, nr Bury, Grocer. July 31. Henry Todd, Manchester

WALKER, JOHN LUCAS, Oxford terrace, Hyde Park, Esq. July 26. Tylee and Co, Essex st, Strand
WAUD, ELISHA, York, Gent. Sept 1. Camidge, York
WEST, JOHN, Burnley. Lancaster, Grocer. Aug 1. Hartley, Burnley
WILLIAMS, SELINA ELIZABETH, Tiverton, Devon. July 8. Partridge and Cockram, Tiverton

[Gazette, June 26.]

SALES OF ENSUING WEEK.

July 6.—Mr. G. BRINSLEY, at the Mart, at 2 p.m., Leasehold Property (see advertisement, this week, p. 5.)
July 6.—Messrs. DEERHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 6, p. 6).
July 7.—Messrs. FARREBROTH, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 6, p. 3, and June 13, p. 546).
July 7.—Messrs. WALTON & LEE, at Mold, at 2 p.m., Freehold Property (see advertisement, June 6, p. 8).
July 8.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Shares (see advertisement, June 27, p. 4).
July 8.—Messrs. FULLER, HORSTY, SONS, & CASSELL, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, June 27, p. 3).
July 8.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Shares (see advertisement, this week, p. 6).
July 9.—Messrs. MOULTON & FISKE, at the Crown Hotel, Woodbridge, Freehold Estates (see advertisement, this week, p. 6).
July 10.—Mr. MILLAR, at the Mart, at 2 p.m., Freehold Ground Rents (see advertisement, June 27, p. 8).
July 10.—Messrs. WALTON & LEE, at the Mart, at 2 p.m., Freehold Estate (see advertisement, June 6, pp. 7 and 8).

BIRTHS, MARRIAGES, AND DEATHS.

DEATH.

PEARLESS.—June 28, at Upplands, East Grinstead, William Austen Pearless, the eldest son of the late William Pearless, of The Hermitage, East Grinstead, aged 47.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.
FRIDAY, JUNE 26, 1885.
RECEIVING ORDERS.

Bancroft, James Massey, Ashton-under-Lyne, Grocer. Ashton-under-Lyne and Stalybridge. Pet June 12. Ord June 22. Exam July 9 at 12.
Barnes, Mary Ann, Long Lane, Borough, Bootmaker. High Court. Pet June 22. Pet June 22. Exam July 22 at 11 at 34, Lincoln's Inn Fields.
Bankham, Byam, Great Grimsby, Lincolnshire, Painter. Great Grimsby. Pet June 24. Ord June 24. Exam July 15 at 11 at Townhall, Grimsby.
Bennett, Henry, Liverpool, General Dealer. Liverpool. Pet June 22. Ord June 22. Exam July 2 at 11 at Court House, Government bldgs, Victoria st, Liverpool.
Bewey, John Watson, Alnwick, Northumberland, Ironfounder. Newcastle-on-Tyne. Pet June 22. Ord June 22. Exam July 7.
Brown, Edmund, Upton Pyne, Devon, Farmer. Exeter. Pet June 20. Ord June 20. Exam July 9 at 11.
Burton, John, High Holborn, Merchant Taylor. High Court. Pet June 18. Ord June 22. Exam July 22 at 11 at 34, Lincoln's Inn Fields.
Caham, Walter, Soham, Cambridgeshire, Market Gardener. Cambridge. Pet June 25. Ord June 25. Exam July 15 at 2.
Chadwick, Thomas, Dewsbury, Yorkshire, Furniture Dealer. Dewsbury. Pet June 22. Ord June 22. Exam July 21.
Claver, William, Meir Green, Staffordshire, Potter. Stoke-upon-Trent and Longton. Pet June 22. Ord June 24. Exam July 14 at 2.15.
Collins, William, Mardy, nr Pontypridd, Grocer. Pontypridd. Pet June 22. Ord June 22. Exam July 7 at 2.
Davis, Thomas, Epping, Essex, Builder. Edmonton. Pet June 22. Ord June 22. Exam July 10 at 1 at Court House, Edmonton.
Ferguson, Neilson, Manchester, Provision Dealer. Manchester. Pet June 23. Ord June 23. Exam July 16 at 11.
Fidler, Thomas, Barlborough, Derbyshire, Licensed Victualler. Sheffield. Pet June 23. Ord June 24. Exam July 15 at 11.30.
Frost, Charles, North st, Guildford, Harness Maker. Guildford and Godalming. Pet June 23. Ord June 23. Exam July 23 at 1 at Townhall, Guildford.
Goldberg, Morris, Great Windmill st, Haymarket, Draper. High Court. Pet June 23. Ord June 23. Exam July 31 at 11 at 34, Lincoln's Inn Fields.
Haines, Charles Frederick, Christchurch, Cowkeeper. Newport, Mon. Pet June 23. Ord June 23. Exam July 7 at 11.
Haynes, Daniel, Hoddesden, Baker. Hertford. Pet June 22. Ord June 22. Exam July 10 at 12.
Hill, William, Thomas, Leeds, Builder. Leeds. Pet June 22. Ord June 22. Exam July 14 at 11.
Hodges, William James, Malmesbury rd, Bow, High Court. Pet April 23. Ord June 24. Exam July 31 at 11 at 34, Lincoln's Inn Fields.
Hoer, Oscar, Lower rd, Rotherhithe, Watch Maker. High Court. Pet June 22. Ord June 22. Exam July 31 at 11 at 34, Lincoln's Inn Fields.
Horsley, William, and William Askew, Kingston-upon-Hull, Cabinet Makers. Kingston-upon-Hull. Pet June 22. Ord June 22. Exam July 13 at 2 at Court House, Townhall, Hull.
Hutty, James Wilson, Beverley, Yorkshire, Iron Merchant. Kingston-upon-Hull. Pet June 22. Ord June 22. Exam June 13 at 2 at Court House, Townhall, Hull.
Jones, Arthur William, Rugeley, Staffordshire, Ironmonger. Stafford. Pet June 18. Ord June 22. Exam Aug 5 at 12 at Shirehall, Stafford.
Kynock, Robert Lockle, Handsworth, Staffordshire, Manager of Patent Chimney-lens Lamp Co. Birmingham. Pet June 4. Ord June 22. Exam July 27 at 3.
Lee, Frederick Ranson, Lavenham, Suffolk, Ironmonger. Colchester. Pet June 24. Ord June 24. Exam July 15 at 3.40 at Townhall, Colchester.
Manfield, Thomas Edward, Barrow in Furness, Solicitor. Ulverston and Barrow in Furness. Pet June 24. Ord June 24. Exam July 15 at 2 at Townhall, Barrow in Furness.
McCullough, Henry Johnson, Finsbury circus, Engineer. Barnstaple. Pet June 2. Ord June 22.
Mundy, George Edward, Claxby, Lincolnshire, Shopkeeper. Lincoln. Pet June 22. Ord June 22. Exam July 10 at 2.30.
Orl, Benjamin Thomas, Bishop Auckland, Hatter. Durham. Pet June 22. Ord June 22. Exam July 7.
Parrish, Paul Edward Hermann, Circus pl, Finsbury, Agent. High Court. Pet June 23. Ord June 23. Exam July 30 at 11 at 34, Lincoln's Inn Fields.

Pearson, Sarah, Liverpool, out of business. Liverpool. Pet June 23. Ord June 23. Exam July 6 at 11 at Court House, Government bldgs, Victoria st, Liverpool.
Porter, James, Whalley, Lancashire, Farmer. Blackburn. Pet June 9. Ord June 23. Exam July 14.
Preston, Arthur, Chickerley Heath, nr Dewsbury, Innkeeper. Dewsbury. Pet June 22. Ord June 22. Exam July 21.
Sinclair, Eric Robert, Sutherland, Manchester, Commission Agent. Stockport. Pet June 22. Ord June 22. Pet July 3 at 1.
Smith, Walter William, Tottenham rd, Kingsland, Rug Manufacturer. High Court. Pet June 19. Ord June 23. Exam July 28 at 11 at 34, Lincoln's Inn Fields.
Turner, Charles, Heaton Chapel, Lancashire, Music Seller. Manchester. Pet June 24. Ord June 24. Exam July 9 at 2.
Wallis, George Carpenter, Prisoner in H. M. Prison at Warwick, Steel Manufacturer. Birmingham. Pet June 5. Ord June 22. Exam July 23 at 2.
Warren, Thomas, Hampton Court, Builder. Kingston, Surrey. Pet June 23. Ord June 23. Exam Aug 7 at 4.
York, George, West Brighton, Grocer. Brighton. Pet June 23. Ord June 23. Exam July 16 at 12.

FIRST MEETINGS.

Aikin, John Wingate, Newport Pagnell, Bucks, Merchants' Clerk. July 7 at 10. County Court bldgs, Northampton.
Armitage, Alfred, Anfield, Lancashire, Tailor. July 7 at 3. Official Receiver. 35, Victoria st, Liverpool.
Armitage, Enoch, Preesett rd, nr Liverpool, Musician. July 7 at 2. Official Receiver. 35, Victoria st, Liverpool.
Askew, William, sep estate, Hedon, Yorkshire, Cabinet Maker. July 6 at 12.15. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull.
Baldwin, Henry James, Horseferry Branch rd, Commercial rd, Rag Merchant. July 8 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn Fields.
Bancroft, James Massey, Ashton under Lyne, Grocer. July 6 at 2. Official Receiver, Townhall chbrs, Ashton under Lyne.
Bensted, James George, Waltham Abbey, Essex, Grocer. July 3 at 12. 28 and 29, St Swithin's lane.
Bowey, John Watson, Alnwick, Northumberland, Ironfounder. July 7 at 2. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne.
Brown, Edmund, Upton Pyne, Devonshire, Farmer. July 4 at 11. Castle of Exeter.
Butler-Johnstone, H. A. Munro, not now resident in England. July 1 at 11. 33, Carey st, Lincoln's Inn.
Canham, Walter, Soham, Cambridgeshire, Market Gardener. July 7 at 2.30. Crown Hotel, Soham.
Charity, Alfred, Nottingham, Licensed Victualler's Manager. July 3 at 2. Official Receiver, High pavement, Nottingham.
Collins, William, Ystrad-y-dw, Glamorganshire, Grocer. July 6 at 3. Official Receiver, Merthyr Tydfil.
Cotes, Greville, Brackley terr, High rd, Chiswick, Furnishing Draper's Assistant. July 4 at 12. Official Receiver, Southampton.
Cross, Jemima, Northumberland park, Tottenham, Widow. July 8 at 11. 28, 29, St Swithin's lane.
D'Arcy, George Edward, Hyson Green, Nottingham, Fishmonger. July 8 at 12. Official Receiver, 1, High pavement, Nottingham.
Davis, William James, Roker, Durham, Optician. July 8 at 12. Official Receiver, 21, Fawcett st, Sunderland.
Denner, Thomas, Stratford, Essex, Linendraper. July 3 at 12. 33, Carey st, Lincoln's Inn.
Duffy, Frederick James, and Joseph Sadler, Northampton, Tailors. July 6 at 12. County court bldgs, Northampton.
Goss, John, Northampton, Shoe Manufacturer. July 7 at 11. County Court bldgs, Northampton.
Gossling, Edward, Wimborne Minster, Dorsetshire, Bootmaker. July 8 at 12.30. Official Receiver, Salisbury.
Hamer, Charles Frederick, Christchurch, Mon., Cowkeeper. July 7 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon.
Hawke, Richard Frean, Salisbury, Corn Merchant. July 9 at 1.30. Official Receiver, Salisbury.
Haynes, Daniel, Hoddesden, Herts, Baker. July 6 at 12. Dimsdale Arms Hotel, Hertford.
Heighton, William, and James Heighton, High rd, Kilburn, Ironmongers. July 3 at 2. Bankruptcy bldgs, Portugal st, Lincoln's Inn Fields.
Hill, William Thomas, Leeds, Builder. July 6 at 2. Midland Railway Hotel, Derby.
Holmes, Frederick George Baker, Sturminster Newton, Dorsetshire, Hairdresser. July 3 at 11.30. Official Receiver, Salisbury.
Horsley, William, (septe estate), Kingston upon Hull, Cabinet Maker. July 6 at 12. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull.
Horsley, William, and William Askew, Kingston upon Hull, Cabinet Makers. July 6 at 11. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull.
Hunter, Robert, Sutton, Draper. July 3 at 11. Official Receiver, 100, Victoria st, Westminster.
Hutty, James Wilson, Beverley, Yorkshire, Iron Merchant. July 4 at 11. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull.
Jones, Edwin Thomas, Bristol, Plumber. July 3 at 11. Official Receiver, Bristol.
Kynoch, Robert Lockie, Handsworth, Staffordshire, Manager of Patent Chimneyless Lamp. July 9 at 3. Official Receiver, Birmingham.
Latham, Samuel, Oncale, Salop, Farmer. July 8 at 11.30. 152, Hospital st, Nantwich.
Mason, John, West Hartlepool, Joiner. July 3 at 3.45. Royal Hotel, West Hartlepool.
Mundy, George Edward, Claxby, Lincolnshire, Shopkeeper. July 10 at 12. Official Receiver, St Benedict sq, Lincoln.
Murton, Alfred, Sudbury, Suffolk, Baker. July 3 at 10. Rose and Crown Inn, Sudbury.
Parker, Alexander Llewellyn, Nantwich, Cheshire, Builder. July 8 at 2. 152, Hospital st, Nantwich.
Payne, George, Upton, Buckinghamshire, Farm Bailiff. July 4 at 10.30. Messrs. Herbert & Son, Peascod st, Windsor.
Rand, Charles, Wm-mews, Oxford st, Cabinet Maker. July 6 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn Fields.
Sifleet, Herbert, Brighton, Tailor. July 8 at 2.30. Official Receiver, 29, Bond st, Brighton.
Sinclair, Eric Robert Sutherland, Manchester, Commission Agent. July 8 at 11. Official Receiver, County chbrs, Market place, Stockport.
Stanton, Samuel, Southampton row, Bloomsbury, Passage Broker. July 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn Fields.
Sturges, James, Cambridge rd, Bethnal Green, Corn Dealer. July 6 at 12. 33, Carey st, Lincoln's Inn.
Thompson, Cecil Charles, 94, Leopards on Sea, Advertising Agent. July 8 at 2.30. Official Receiver, Townhall chbrs, Hastings.
Tillet, Benjamin, Leytonstone, Essex, Builder. July 6 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn Fields.
Turner, James, Kingston upon Hull, Wool Broker. July 10 at 2.30. Official Receiver, Ivesgate chbrs, Bradford.

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Vaizey, Charles Edward, Clayhill, Lechlade, Gloucestershire, Farmer. July 3 at 2. Official Receiver, 33, High st, Swindon, Wilts
Wise, John William, Commercial rd, Guildford, Toy Warehouseman. July 6 at 11. 29, and 29, St Swithin's lane
York, George, West Brighton, Grocer. July 6 at 2.30. Official Receiver, 39, Bond st, Brighton

The following Amended Notice is substituted for that published in the London Gazette of June 23, 1885.

Grindalick, Edward, Horton, Bishop's Tachbrook, Warwickshire, Farmer. July 6 at 11.30. Mr. W. B. Sanderson, Church st, Warwick

ADJUDICATIONS.

Allis, William, Rottingdean, Sussex, Gentleman. Brighton. Pet May 27. Ord June 22
Bock, Francis Henry Valentine, Albrighton, Salop, Chemist. Madeley, Shropshire. Pet May 27. Ord June 17
Bennett, Henry, Liverpool, General Dealer. Liverpool. Pet June 22. Ord June 24
Birkett, Matthew, Blackpool, Lancashire, Joiner. Preston. Pet March 23. Ord May 2
Birne, David, King William st, Strand, Publisher. High Court. Pet May 27. Ord June 23
Brown, George Ebenezer, Liverpool, Silk Mercer. Liverpool. Pet June 4. Ord June 24
Brown, John, Newburgh, Farm Servant. York. Pet June 9. Ord June 23
Carr, William Tull, Portobello rd, Notting hill, Job Master. High Court. Pet July 24, 1884. Ord June 23
Cohen, Edward Gustave, Stroud Green rd, Finsbury park, Stationer. High Court. Pet June 1. Ord June 23
Cooke, Alfred Eugene Godolphine, Manchester, Circus Proprietor. Liverpool. Pet June 3. Ord June 24
D'Arcy, George Edward, Hyson green, Nottingham, Fishmonger. Nottingham. Pet June 20. Ord June 24
Evans, Edward Talbot, Eastbourne, Stationer. Lewes and Eastbourne. Pet June 6. Ord June 23
Gillet, Thomas, Fulham rd, Hammersmith, Builder. High Court. Pet Jan 15. Ord June 23
Goldburgh, Morris, Gt Windmill st, Haymarket, Draper. High Court. Pet June 3. Ord June 23
Hampton, James Edwin, Birmingham, Bootmaker. Birmingham. Pet June 19. Ord June 22
Harrison, Arthur Mitchell, Brighton, Artists' Colourman. Brighton. Pet June 1. Ord June 22
Hill, William Thomas, Leeds, Builder. Leeds. Pet June 22. Ord June 23
Hodgkinson, Edmund, Tipton, Staffordshire, out of business. Dudley. Pet May 19. Ord June 23
Holmes, Frederick George Baker, Sturminster Newton, Dorset, Hair Dresser. Dorchester. Pet June 19. Ord June 23
Hutty, James Wilson, Beverley, Yorks, Iron Merchant. Kingston upon Hull. Pet June 22. Ord June 23
Ingham, Eastwood, Burnley, Lancashire, Cotton Manufacturer. Burnley. Pet May 14. Ord June 22
Lewis, William Morgan, Britonferry, Glamorganshire, Ironmonger. Neath. Pet June 8. Ord June 24
Linton, Charles, Bristol, Currier. Bristol. Pet June 2. Ord June 22
Long, Frederick William Henry, and Walter Edward Leopold Long, Bradford, Wilts, Builders. Bath. Pet June 6. Ord June 23
Mills, William, Lexden, Essex, Coach Builder. Colchester. Pet May 26. Ord June 23
Mundy, George Edward, Claxby, Lincolnshire, Shopkeeper. Lincoln. Pet June 22. Ord June 23
Oliver, John, Margate, Engineer. Canterbury. Pet June 5. Ord June 20
Pearson, Sarah, Liverpool, out of business. Liverpool. Pet June 23. Ord June 23
Poole, John, Coventry, Licensed Victualler. Coventry. Pet June 10. Ord June 23
Prothero, John, and John William Prothero, Aberdare, Builders. Aberdare. Pet June 17. Ord June 20
Rawson, Wilfred James, Tickhill, Yorks, Licensed Victualler. Sheffield. Pet June 8. Ord June 24
Renfree, Albert, Redruth, Cornwall, Boot Manufacturer. Truro. Pet June 19. Ord June 23
Riley, Arthur, Leicester, Auctioneer. Leicester. Pet May 22. Ord June 22
Robinson, Edward, Scartho, nr Gt Grimsby, Miller. Gt Grimsby. Pet June 18. Ord June 22
Schofield, William John, and Charles Thomas Watts Walker, Brighton, Drapers. Brighton. Pet May 29. Ord June 22
Sinclair, Eric Robert Sutherland, Manchester, Commission Agent. Stockport. Pet June 22. Ord June 23
Spriggs, Samuel, Gretton, Northamptonshire, Wheelwright. Leicester. Pet June 19. Ord June 23
Thomas, William, Egremont, Builder. Birkenhead. Pet May 22. Ord June 22
York, George, West Brighton, Grocer. Brighton. Pet June 23. Ord June 24

TUESDAY, JUNE 30, 1885.

RECEIVING ORDERS.

Ashton, Joseph, Dukinfield, Cheshire, Licensed Victualler. Ashton under Lyne and Stalybridge. Pet June 25. Ord June 25. Exam July 9
Avery, Charles, Thorn Falcon, Somersetshire, Farmer. Taunton. Pet June 16. Ord June 27. Exam July 13 at 9.30 at Guildhall, Taunton
Bentley, William, Aldrington, Sussex, Clerk in Holy Orders. Brighton. Pet June 26. Ord June 26. Exam July 23 at 12
Blackburn, William, Leeds, Clothier. Leeds. Pet June 27. Ord June 27. Exam July 14 at 11
Brook, Walter, Chadwick, Farnworth, Lancashire, Ironmonger. Bolton. Pet June 27. Ord June 27. Exam July 6
Carter, Edmund Alfred, Oakley st, Waterloo rd, Lambeth, Oilman. High Court. Pet June 24. Ord June 27. Exam July 29 at 11 at 34, Lincoln's Inn fields
Cawkill, William, Kingston upon Hull, Pork Butcher's Assistant. Kingston upon Hull. Pet June 27. Ord June 27. Exam July 13 at 2 at Court house, Townhall, Hull
Collings, Edward Francis, Bath, Jeweller. Bath. Pet June 25. Ord June 25. Exam July 16 at 11.30
Dabbridge, Frank Stevens, Dawlish, Devon, Grocer. Exeter. Pet June 25. Ord June 26. Exam July 9 at 11
Delf, Robert, and Frederick George Barley, Fulham rd, Ironmongers. High Court. Pet June 25. Ord June 25. Exam July 29 at 11 at 34, Lincoln's Inn fields
Dickinson, James, Leeds, Tea Merchant. Leeds. Pet June 18. Ord June 27. Exam July 14 at 11
Evans, David, South Shields, Clerk in Holy Orders. Newcastle on Tyne. Pet June 17. Ord June 27. Exam July 9
Frankel, Bernhard, Manchester, Merchant. Manchester. Pet June 8. Ord June 25. Exam July 16 at 11
Goodwin, Harry Arthur, Balcombe, Sussex, Butcher. Brighton. Pet June 26. Ord June 26. Exam July 23 at 12
Hall, Harvey, Oliver Hall, and Alexander Hall, Batley, Yorks, Woolen Manufacturers. Dewsbury. Pet June 26. Ord June 26. Exam July 21

Heselwood, Arthur Eastgate, York, Jeweller. York. Pet June 24. Ord June 24. Exam July 10 at 12 at Guildhall, York
Horton, George Gibson, North Shields, Northumberland, Sailmaker. Newcastle on Tyne. Pet June 15. Ord June 24. Exam July 7
Jay, Henry, Stratford, Essex, Bricklayer. High Court. Pet June 26. Ord June 26. Exam July 31 at 11 at 34, Lincoln's Inn fields
Kirkham, John, Walsley, The Grange, East Acton, Horse Dealer. Brentford. Pet June 24. Ord June 24. Exam 21 at 2
Kirkpatrick, Ivone James, Abingdon, Berks, Grocer. Oxford. Pet June 23. Ord June 23. Exam July 15 at 11
Kyme, Charles, Sheffield, Builder. Sheffield. Pet June 8. Ord June 25. Exam July 16 at 11.30
Morris, George William, Great Yarmouth, Grocer. Great Yarmouth. Pet June 27. Ord June 27. Exam Aug 10 at 2.30 at Townhall, Great Yarmouth
Morris, John, Carmarthen, Weaver. Carmarthen. Pet June 27. Ord June 27. Exam July 7
Moxon, John, Lee terrace, Blackheath, Solicitor's Clerk. High Court. Pet April 23. Ord June 27. Exam July 30 at 11 at 34, Lincoln's Inn fields
Oates, Thomas, Bristol, Commission Agent. Bristol. Pet June 24. Ord June 24. Exam July 24 at 12 at Guildhall, Bristol
Orton, Arthur John, Hinckley, Leicestershire, Licensed Victualler. Leicestershire. Pet June 25. Ord June 27. Exam July 8 at 10
Pearson, William, Brimfield, Herefordshire, Farmer. Kidderminster. Pet June 24. Ord June 24. Exam Aug 14 at 2.40 at Townhall, Kidderminster
Petch, David, Scarborough, Architect. Scarborough. Pet June 27. Ord June 27. Exam Aug 4 at 12
Penfold, Henry, West Wickham, Kent, Builder. Croydon. Pet June 3. Ord June 26. Exam July 31
Reed, Bowen, and Co, Tokenhouse yard, Contractors. High Court. Pet March 2. Ord April 17. Exam June 4
Rees, John, Swansea, Tailor. Swansea. Pet June 25. Ord June 25. Exam July 9
Richardson, Martha, Leeds, General Dealer. Leeds. Pet June 27. Ord June 27. Exam July 14 at 11
Robinson, Benjamin James, Evesham, Worcestershire, Hotel Keeper. Worcester. Pet June 27. Ord June 27. Exam July 14 at 11.30
Schubert, G., Union st, Old Broad st, Shipper. High Court. Pet June 8. Ord June 25. Exam July 28 at 11 at 34, Lincoln's Inn fields
Stamp, Edward Richard, St Leonards on Sea, Grocer. Hastings. Pet June 27. Ord June 27. Ord July 27
Warhurst, John, Heckmondwike, Yorks, Grocer. Dewsbury. Pet June 27. Ord June 27. Exam July 21
Waterworth, George, York, Butcher. York. Pet June 23. Ord June 23. Exam July 10 at 12 at Guildhall, York
West, Henry, Great Peter st, Westminster, Rag Merchant. High Court. Pet June 26. Ord June 26. Exam July 28 at 11 at 34, Lincoln's Inn fields
Wheeler, Walter Henry, Barbourne, Worcestershire, Commercial Clerk. Worcester. Pet June 25. Ord June 25. Exam July 9 at 11.30
White, William Charles, Colchester, Grocer. Colchester. Pet June 27. Ord June 27. Exam July 18 at 11 at Townhall, Colchester
Wilcox, Charles James, Moseley, out of employment. Birmingham. Pet June 25. Ord June 25. Exam July 23 at 10.30

The following amended notice is substituted for that published in the London Gazette of June 25.

Brown, Edmund, Upton Pyne, Devonshire, Farmer, late Miller. Exeter. Pet June 20. Ord June 20. Exam July 9 at 11

FIRST MEETINGS.

Ashton, Joseph, Dukinfield, Cheshire, Licensed Victualler. Ashton under Lyne and Stalybridge. Pet June 25. Ord June 25. Exam July 9 at 11. Official Receiver, Townhall chbrs, Ashton under Lyne
Avery, Charles, Thorn Falcon, Somersetshire, Farmer. July 9 at 11.30. Official Receiver, 9, Middle st, Taunton
Barnes, Mary Ann, Long lane, Borough, Surrey, Bootmaker. July 9 at 2. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields
Buckingham, Byron, Gt Grimsby, Lincolnshire, Painter. July 7 at 12. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane Hull
Bennett, Henry, Liverpool, General Dealer. July 9 at 2. Official Receiver, 35, Victoria st, Liverpool
Bentley, William, Aldrington, Sussex, Clerk in Holy Orders. July 10 at 12. Official Receiver, 39, Bond st, Brighton
Bliss, Edwin, Angel ct, Throgmorton st, Financial Agent. July 9 at 11. 33, Carey st, Lincoln's Inn
Burcham, William, Attleborough, Norfolk, Farmer. July 7 at 4. H. P. Gould, Official Receiver, 8, King st, Norwich
Cawkill, William, Kingston upon Hull, Butcher's Assistant. July 10 at 11. Hull Incorporated Law Society, Lincoln's Inn bldgs, Bowalley lane, Hull
Collings, Edward Francis, Bath, Jeweller. July 8 at 11. Great Western Hotel, Paddington, W
Cooper, Thomas, Earlstown, Lancashire, Watchmaker. July 8 at 2. Official Receiver, 35, Victoria st, Liverpool
Crabbe, William John, Brooklyn rd, Shepherd's Bush, Coachman. July 8 at 2.30. 33, Carey st, Lincoln's Inn
Davis, Thomas, Epping, Essex, Builder. July 7 at 11. 28 and 29, St Swithin's lane Delbridge, Frank Stevens, Dawlish, Devon, Grocer. July 8 at 11. The Castle of Exeter at Exeter
Denne, Henry, Minchinhampton, Gloucester, Esq. July 11 at 3.30. Imperial Hotel, Strand
Ellis, David, Birmingham, Grocer. July 7 at 11. Official Receiver, Birmingham
Evans, David, South Shields, Clerk in Holy Orders. July 11 at 11. Official Receiver, County chbrs, Newcastle on Tyne
Ferguson, Neilson, Manchester, Provision Dealer. July 16 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Fidler, Thomas, Barlborough, Derbyshire, Licensed Victualler. July 9 at 3. Official Receiver, Figtrees lane, Sheffield
Forbes, Frank, and Thomas Forbes, East st, Manchester sq, Oilmen. July 9 at 12. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields
Frankel, Bernhard, Manchester, Merchant. July 16 at 3.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Gardiner, Harry Arthur, Balcombe, Sussex, Butcher. July 10 at 2.30. Official Receiver, 39, Bond st, Brighton
Heselwood, Arthur Eastgate, York, Jeweller. July 8 at 11. Official Receiver, 24, High st, York
Horton, George Gibson, North Shields, Northumberland, Sailmaker. Newcastle on Tyne. Pet June 15. Ord June 24. Exam July 7
Humphries, John George, Holloway rd, Ironmonger. July 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields
Kyme, Charles, Sheffield, Builder. July 9 at 2. Official Receiver, Figtrees lane, Sheffield
Landau, Max, Mincing lane, Aniline Dye Maker. July 13 at 11. 33, Carey st, Lincoln's Inn
Metcalfe, John Allison, Gisborough, Yorks, Accountant. July 9 at 11. Official Receiver, 8, Albert rd, Middlesbrough
Nicholson, Martha, Gt Yarmouth, Fish Merchant. July 7 at 12. Mr. Lovewell Blake, South Quay, Gt Yarmouth
Oates, Thomas, Bristol, Commission Agent. July 7 at 3.45. Official Receiver, Bank chbrs, Bristol
Orton, Arthur John, Hinckley, Leicestershire, Licensed Victualler. July 10 at 3. 38, Friar lane, Leicester
Parker, George, Miles lane, Arthur's West, Printer. July 8 at 2. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields

Pearson, Sarah, Liverpool, out of business. July 8 at 2. Official Receiver, 35 Victoria st, Liverpool

Phillips, Mary, Reading, Machine Agent. July 8 at 12. Queen's Hotel, Reading

Porter, James, Whalley, Lancashire, Farmer. July 7 at 2. Commercial Hotel, Blackburn rd, Accrington

Price, Edward, Thomas, address unknown, Retired Assistant Commissary in the Army. July 9 at 2. 33, Carey st, Lincoln's inn

Rees, John, Swansea, Tailor. July 10 at 11. 6, Rutland st, Swansea

Robinson, Benjamin James, Evesham, Worcestershire, Hotel Keeper. July 11 at 11. Official Receiver, Worcester

Shynge, Josephus Egerton, Doughty st, Mecklenburgh sq, Gent. July 8 at 12. 33, Carey st, Lincoln's inn

Stamp, Edward Richard, St Leonards on Sea, Grocer. July 10 at 12. Chamber of Commerce, 145, Cheapside

Synge, Alexander Hamilton, Shirehampton, nr Bristol, Colliery Proprietor. July 13 at 12.30. Official Receiver, Bank chmrs, Bristol

Thomas, Evan, Ogmore Vale, Glamorganshire, Tailor. July 9 at 12. Official Receiver, 2, Bute crescent, Cardiff

Tissington, George, Caledonian rd, Islington, Tool Manufacturer. July 9 at 11. 33, Carey st, Lincoln's inn

Tucker, H. J. H., Brooklands, Sunbury, Retired Assistant Paymaster in Navy. July 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Turner, Charles, Heaton Chapel, Lancashire, Music Seller. July 10 at 11.30. Official Receiver, Ogden's chmrs, Bridge st, Manchester

Wallis, George Carpenter, Sheffield, Steel Manufacturer. July 13 at 11. Official Receiver, Birmingham

Waterworth, George, York, Butcher. July 8 at 12.30. The Official Receiver, York

Wheatley, John, Gilesgate Moor, nr Durham, Fruiterer. July 7 at 12.45. Three Tuns Hotel, Durham

Wheeler, Walter Henry, Barbourne, Worcestershire, Commercial Clerk. July 9 at 11. Official Receiver, Worcester

Wilcox, Charles, Moseley, Out of employment. July 9 at 3. Official Receiver, Birmingham

Willmer, Phillips, Brighton, Dairy Keeper. July 14 at 2.30. 39, Bond st, Brighton

Wyatt, Ebenezer, Banbury, Oxford. July 14 at 12. Official Receiver, 1, St Aldates, Oxford

ADJUDICATIONS.

Adams, Henry, Musbury, Devon, Licensed Victualler. Exeter. Pet June 11. Ord June 26

Armour, Daniel, Clifton, nr Shefford, Bedfordshire, Plumber. Bedford. Pet May 22. Ord June 26

Ashton, Joseph, Dukinfield, Cheshire, Licensed Victualler. Ashton under Lyne and Stalybridge. Pet June 25. Ord June 25

Bauchman, Byron, Gt Grimsby, Painter. Gt Grimsby. Pet June 24. Ord June 26

Broom, Thomas, City rd, Licensed Victualler. High Court. Pet May 27. Ord June 25

Burton, John, High Holborn, Tailor. High Court. Pet June 18. Ord June 26

Campan, Walter, Soham, Cambridgeshire, Market Gardener. Cambridge. Pet June 23. Ord June 23

Curter, Edmund Alfred, Oakley st, Waterloo rd, Lambeth, Oilman. High Court. Pet June 24. Ord June 27

Clarke, Henry, Halifax, Jeweller. Halifax. Pet June 10. Ord June 26

Clark, Joseph Sidney, Firth rd, West Croydon, Mattress Manufacturer. Croydon. Pet May 26. Ord June 18

Cloke, Joseph Henry, Lenham, Kent, Miller. Maidstone. Pet June 6. Ord June 26

Cohen, Lewis, Cardiff, Furniture Dealer. Cardiff. Pet June 5. Ord June 26

Cohen, Moss Coleman, and Arthur Cohen, Cogenhoe, Northamptonshire, Mineral Merchants. Northampton. Pet May 12. Ord June 26

Collins, Henry, Liverpool, Hosier. Liverpool. Pet June 10. Ord June 25

Collins, William, Mardy, nr Pontypridd, Grocer. Pontypridd. Pet June 22. Ord June 25

Cotes, Greville, Chiswick, Draper's Assistant. Brentford. Pet June 16. Ord June 24

Creed, Richard, Hastings, Bootmaker. Hastings. Pet Apr 28. Ord June 26

Creese, Phillip, Newport, Mon, Basket Manufacturer. Newport, Mon. Pet June 1. Ord June 27

Currie, Henry Donald, East Stonehouse, Devon, Printer. East Stonehouse. Pet June 13. Ord June 27

Delbridge, Frank Stevens, Dawlish, Devon, Grocer. Exeter. Pet June 25. Ord June 25

Dodson, Henry, Selston, Nottinghamshire, Farmer. Derby. Pet June 11. Ord June 26

Dewhirst, James, jun., and William Isaac Dewhirst, Bradford, Stoff Merchants. Bradford. Pet May 30. Ord June 26

Elliott, Jones, Brecon, Overy, Leicestershire, Grazier. Leicester. Pet May 30. Ord June 25

Ellis, David, Birmingham, Grocer. Birmingham. Pet June 20. Ord June 26

Evans, David, South Shields, Clerk in Holy Orders. Newcastle on Tyne. Pet June 17. Ord June 27

Everard, William Grice, Colchester, Grocer. Colchester. Pet May 15. Ord June 24

Fison, Edward, jun., Tenterden, Kent, Butcher. Hastings. Pet June 6. Ord June 26

Frankel, Bernhard, Manchester, Merchant. Manchester. Pet June 8. Ord June 27

Frost, Charles, North st, Guildford, Harness Maker. Guildford. Pet June 23. Ord June 27

Goddard, George, Edmund, North Elmham, Norfolk, Grocer. Norwich. Pet May 18. Ord June 26

Green, John, Coventry, Warwickshire, Boot Dealer. Coventry. Pet June 13. Ord June 26

Hoer, Oscar, Lower rd, Rotherhithe, Watch Maker. High Court. Pet June 22. Ord June 26

Holt, James, Bolton, Lancashire, Yarn Agent. Bolton. Pet June 19. Ord June 25

Howard, Jesse Walter, New North rd, Hoxton, Boxmaker. High Court. Pet May 23. Ord June 25

Howe, Harry, St George's circus, Surrey, Licensed Victualler. High Court. Pet May 6. Ord June 27

Jacobs, Lionel, Stratford, Essex, Furniture Dealer. High Court. Pet May 22. Ord June 27

Jay, Henry, Stratford, Essex, Bricklayer. High Court. Pet June 26. Ord June 25

Kynoch, Robert Lockie, Bedford place, Hamstead rd, Houndsorth, Manager of Patent Chimneyless Lamp Company. Birmingham. Pet June 4. Ord June 26

Lighthorn, Thomas, Rishworth, Lancashire, Druggist. Blackburn. Pet June 16. Ord June 27

Maiden, Joshua, William Gibson, Frederick Stanwell, and Charles Bontoft, Drapery, Manchester. Drapery. Manchester. Pet June 1. Ord June 26

Marshall, David, Rastrick, Yorkshire, Stonemason. Halifax. Pet June 11. Ord June 26

Merke, George Louis, Widnes, Lancashire, Hatter. Liverpool. Pet June 19. Ord June 26

Monk, James, Abingdon, Berkshire, Innkeeper. Oxford. Pet May 18. Ord June 22

Morton, George Gee, Eckington, Derbyshire, Wood Turner. Chesterfield. Pet May 5. Ord June 25

Nelson, Alfred Horatio, Twickenham, Photographic Chemist. Bentford. Pet May 4. Ord May 26

Noke, Walter Tatafield, Surrey, Farmer. Croydon. Pet May 1. Ord June 23

Oakley, Herbert Frederick, Broseley terr, Crouch hill, Gent. High Court. Pet April 11. Ord June 25

Oates, Thomas, Bristol, Commission Agent. Bristol. Pet June 24. Ord June 25

Orpin, William, Catisfield, Sussex, Farmer. Hastings. Pet June 4. Ord June 25

Pratt, Jacob, Guilford st, Gray's inn rd, Gent. High Court. Pet May 15. Ord June 27

Radmore, George, Bitterne, Hampshire. Southampton. Pet June 9. Ord June 25

Roberts, Edward, Worcester, Machinist. Worcester. Pet June 10. Ord June 25

Roberts, Frederick, and William Roberts, Plymouth, Painters. East Stonehouse. Pet June 12. Ord June 27

Rolph, Harry, Crumpsall, nr Manchester, Builder. Manchester. Pet May 12. Ord June 27

Senior, William Thomas, Nethersholt, Farmer. Wakefield. Pet June 15. Ord June 27

Sharpe, George, Norton, Yorkshire, Tailor. Scarborough. Pet June 12. Ord June 27

Smith, Walter William, Tottenham rd, Kingsland, Rug Manufacturer. High Court. Pet June 19. Ord June 27

Thomson, Peter, Alnwick, Northumberland, Seedsman. Newcastle-on-Tyne. Pet June 20. Ord June 25

Thornhill, William Daniel, Bradford, Yorkshire, Dyer. Bradford. Pet May 22. Ord June 25

Tidy, Thomas, Southborough, nr Tonbridge Wells. Tonbridge Wells. Pet May 21. Ord June 27

Tyson, Aynon, Old Broad st, High Court. Pet April 28. Ord June 27

Vaisey, Charles Edward, Lechlade, Gloucestershire, Farmer. Swindon. Pet June 19. Ord June 27

Walls, George Carpenter, Sheffield, Steel Manufacturer. Birmingham. Pet June 5. Ord June 26

Wickham, Charles Thomas, Burghley rd, Camden Town, Cheesemonger's Manager. High Court. Pet May 15. Ord June 25

Wunderlich, Max, Bedford place, Russell sq, High Court. Pet March 19. Ord June 25

Young, Thomas Gibson, Amble, Northumberland, Innkeeper. Newcastle-on-Tyne. Pet June 13. Ord June 26

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July 4, 1885.

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